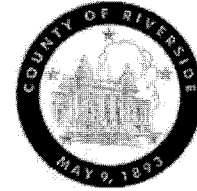


**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
14.1
(ID # 4453)**

MEETING DATE:
Tuesday, August 29, 2017

FROM : RIVERSIDE COMMUNITY HOUSING CORP.:

SUBJECT: RIVERSIDE COMMUNITY HOUSING CORP: Approve and Accept the Lowest Cost Bid and Approve the Contract with Cal Dreamscape Landscape Company for Landscape Maintenance Service at Six Properties Identified with Assessor's Parcel Numbers 608-230-032, 673-140-007, 727-130-017, 644-230-005, 757-061-032, 757-061-031, and 757-061-033 - Award of Service Contract; Five Years; District 4, [\$384,000], Rental Subsidy and Dwelling Rent Income 100%; CEQA Exempt

RECOMMENDED MOTION: That the Board of Directors:

1. Approve and accept the lowest cost bid submitted by Cal Dreamscape Landscape Company, a California company (Cal Dreamscape), as the lowest responsible and responsive bidder for the provision of landscape maintenance services to six properties owned by the Riverside Community Housing Corp. (RCHC) identified with Assessor's Parcel Numbers 608-230-032, 673-140-007, 727-130-017, 644-230-005, 757-061-032, 757-061-031, and 757-061-033, located in Eastern Riverside County (collectively, Properties);

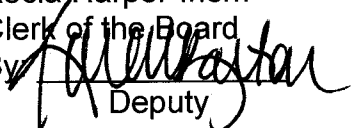
ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 7/13/2017

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: RCHC

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Directors:

2. Approve the attached Contract for Landscape Maintenance Service between RCHC and Cal Dreamscape (Contract) for an initial one year term at a base cost of \$76,800, with four options to renew for one year periods, at a cost of \$76,800 per year, for a total contract amount of \$384,000;
3. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061(b)(3), General Rule "Common Sense" Exemption;
4. Authorize the Chairperson of the Board of Directors to sign the Contract on behalf of RCHC;
5. Authorize the Chief Executive Officer, or designee, to take all necessary steps to implement and accomplish the Contract including, but not limited to, signing related documents and exercising the renewal options based on the availability of fiscal funding, subject to approval by General Counsel; and
6. Direct RCHC staff to file the CEQA Notice of Exemption with the Clerk of the Board upon approval of the Contract.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$76,800	\$76,800	\$384,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Project Based Section 8 Rental Subsidy and Dwelling Rental Income 100%			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Community Housing Corp. (RCHC) is required by Riverside County Code to maintain the landscaping at all of the real property it owns. The Housing Authority of the County of Riverside (Housing Authority), on behalf of RCHC, advertised an Invitation for Bids (IFB) for landscape maintenance services in Eastern Riverside County with a closing date of May 3, 2017. The landscape maintenance services set forth in the IFB included complete landscape maintenance of six scattered sites located in Eastern Riverside County, as more particularly described in Attachment A, attached hereto (collectively, Properties). Five bids were received in response to the IFB and carefully evaluated. Cal Dreamscape Landscape Company, a California company (Cal Dreamscape), was determined to be the lowest responsible and responsive bidder.

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
HOUSING CORP. BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RCHC staff recommends that the Board of Directors approve and accept the lowest cost bid submitted by Cal Dreamscape as the lowest responsible and responsive bidder for the provision of landscape maintenance services for the Properties. RCHC staff also recommends that the Board of Directors approve the attached proposed Contract for Landscape Maintenance Service (Contract) to be entered into between RCHC and Cal Dreamscape. The proposed Contract, attached hereto as Attachment B, is for an initial one-year term (at a cost of \$76,800 per year) with four options to renew for one-year periods each, for a total contract amount of \$384,000. General Counsel has reviewed and approved the Contract as to form.

RCHC staff will file a Notice of Exemption with the Clerk of the Board upon approval of the proposed Contract.

California Environmental Quality Act (CEQA) Findings:

The proposed Contract with Cal Dreamscape 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 landscape maintenance services at the Properties that would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301. 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 landscape maintenance services will not expand the existing use and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

Approving this item will have a positive impact on the citizens and businesses of Riverside County. Maintenance of the existing landscape at these Properties is not only required by County Code, but is necessary for the safety and health of the Properties' residents and neighbors in the community.

SUPPLEMENTAL:

Additional Fiscal Information

This item has no impact upon the County's General Fund; the project will be fully funded through RCHC's Project Based Section 8 rental subsidy and dwelling rental income.

Contract History and Price Reasonableness

The Housing Authority, on behalf of RCHC, advertised an Invitation for Bids (IFB) No. 2017-001 for landscape maintenance services with a closing date of May 3, 2017. Five (5) bids were received and evaluated. Cal Dreamscape was the lowest cost bidder that responded to the solicitation. The cost proposed by the lowest cost bidder at \$76,800 per year (\$384,000

**SUBMITTAL TO THE RIVERSIDE COMMUNITY
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aggregate over five years) compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable.

Attachments:

- A. Properties Overview
- B. Contract for Landscape Maintenance Services (3 copies)

RF:JW:HM:JA:GE MT4453



Rashmi Dasika, Principal Management Analyst

8/21/2017



Gregory Priapos, Director County Counsel

8/2/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

9/29/17
Date

via RCHC
Initial

NOTICE OF EXEMPTION

To: County Clerk
2724 Gateway Drive
Riverside, CA 92507

Project Title: Landscape Maintenance Service for 6 RAD Housing Sites Eastern Riverside County

Project Location: Riverside County, California

Description of Project: The Riverside Community Housing Corp. (RCHC) owns, operates and maintains six (6) RAD Multi-Family Housing Sites in Eastern Riverside County listed in Exhibit A. Each Site's grounds and existing landscape must be maintained per County code. The present landscape, grounds and the existing use of the Sites will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.


Name of Public Agency Approving Project: Riverside Community Housing Corp.

Name of Person or Agency Carrying Out Project: Riverside Community Housing Corp.

Exempt Status: California Environmental Quality Act (CEQA) Guidelines Title 14 California Code of Regulations, Section 15061(b)(3), General Rule or "Common Sense" exemption and Section 15301, Class 1 – Existing Facilities.

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 landscape maintenance services at 6 RAD housing sites 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 landscape maintenance of existing RAD housing residential units 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 exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the provision of landscape maintenance services at 6 RAD housing sites 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 landscape maintenance services at already existing multifamily housing units will not have an effect on the environment. The landscape service will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and the landscape service will not

 A 501(c)(3) Non-Profit Public Benefit Corporation 

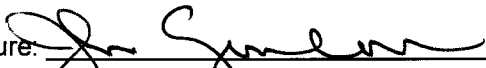




create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the Riverside Community Housing Corp. 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.

Lead Agency Contact: John Aguilar, Secretary

Telephone: (951) 343-5403

Signature: 
Date: 7-3-17

 A 501(c)(3) Non-Profit Public Benefit Corporation 

5555 Arlington Avenue, Riverside, CA 92504 ■ T: 951.343.5485 ■ F: 951.688.6873 ■ RCHC@rivcoeda.org

Updated 08/27/14

Page 2 of 2

1 **CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE**
2 **BY AND BETWEEN**
3 **RIVERSIDE COMMUNITY HOUSING CORP. AND**
4 **CAL DREAMSCAPE LANDSCAPE COMPANY**

5
6 This CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE (“Contract”) is
7 made by and between the **RIVERSIDE COMMUNITY HOUSING CORP.**, a California
8 nonprofit public benefit corporation, (“OWNER”) and **Cal Dreamscape Landscape Company**,
9 a California corporation, (“CONTRACTOR”) or (“CAL DREAMSCAPE”). OWNER and
10 CONTRACTOR are collectively referred to herein as the “Parties.”

11 **RECITALS**

12 **WHEREAS**, OWNER is a nonprofit public benefit corporation, duly created,
13 established and authorized to transact business and exercise its powers in the State of California;

14 **WHEREAS**, this Contract pertains to that certain real property owned by
15 OWNER, identified with Assessor’s Parcel Numbers 608-230-032, 673-140-007, 727-130-017,
16 644-230-005, 757-061-032, 757-061-031, and 757-061-033, within the County of Riverside as
17 more fully described in **Exhibit “A”** attached hereto together with all improvements,
18 appurtenances, and fixtures located thereon, (collectively the “Property” or “Properties”);

19 **WHEREAS**, CONTRACTOR was the successful bidder in connection with the
20 OWNER’s Invitation for Bids No. 2017-001 for Landscape Maintenance Service in Eastern
21 Riverside County dated March 28, 2017, attached hereto as **Exhibit “B”** and incorporated herein
22 by this reference (“IFB No. 2017-001”); and

23 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and
24 experience to perform the duties set out herein and in the IFB No. 2017-001, and agrees to provide
25 such services to OWNER.

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

- 28 1. **DESCRIPTION OF SERVICES.** CONTRACTOR shall furnish all labor, material

AUG 29 2017 14.1

1 and equipment as outlined and specified in (i) **Exhibit “C”**, attached hereto and incorporated
2 herein by this reference, (ii) IFB No. 2017-001; and (iii) CONTRACTOR’s proposal submitted
3 to the OWNER on May 03, 2017 in connection with IFB No. 2017-001, which is attached hereto
4 as **Exhibit “D”** and incorporated herein by this reference (collectively, “Landscape Maintenance
5 Service” or “services”).

6 1.1 CONTRACTOR shall, as required by applicable code, law or regulation,
7 provide all Landscape Maintenance Service for the Properties;

8 1.2 CONTRACTOR affirms this it is fully apprised of all of the work to be
9 performed under this Contract and CONTRACTOR agrees it can properly perform this work;

10 1.3 Acceptance by the OWNER of CONTRACTOR’s performance under this
11 Contract does not operate as a release of CONTRACTOR’s responsibility for full compliance
12 with the terms of this Contract.

13 1.4 CONTRACTOR represents and maintains that it is skilled in the
14 professional calling necessary to perform all services, duties, and obligations required by this
15 Contract and **Exhibit “C”**, to fully and adequately provide all services and the OWNER relies
16 upon this representation. CONTRACTOR shall perform the services and duties in conformance
17 to and consistent with the standards generally recognized as being employed by professionals in
18 the same discipline in the State of California. CONTRACTOR further represents and warrants to
19 the OWNER that it has all licenses, permits, qualifications and approvals of whatever nature that
20 are legally required to practice its profession. CONTRACTOR further represents that it shall
21 keep all such licenses and approvals in effect during the Term of this Contract.

22 2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on the
23 Effective Date (defined below) and continue in effect until **June 30, 2018**, unless earlier
24 terminated pursuant to Paragraph 13 below (“Term”). The term “Effective Date” as used herein
25 shall mean the date the Parties execute this Contract. If the Parties execute this Contract on more
26 than one date, then the last date this Contract is executed by a Party shall be the Effective Date.

27 2.1 Extension. Upon mutual written agreement, the OWNER and
28 CONTRACTOR shall have the option to extend this Contract for **four (4) additional consecutive**

1 **one (1) year periods.** The exercise of each extension must be first approved in writing by the
2 OWNER and memorialized in a written amendment to this Contract executed by the Parties
3 hereto. The cumulative period of performance under this Contract (including the initial Term)
4 shall not exceed a total of **five (5) years with a completion/termination date of June 30, 2022.**
5 All applicable indemnification provisions in this Contract shall survive the termination of this
6 Contract.

7 3. COMPENSATION/PAYMENT.

8 3.1 The OWNER will compensate CONTRACTOR for all services rendered,
9 products provided and costs and expenses incurred for the Landscape Maintenance Service as
10 provided pursuant to this Contract.

11 3.2 The maximum total amount of compensation paid to the CONTRACTOR
12 by the OWNER pursuant to this Contract during the initial Term shall not exceed the sum of
13 **Seventy Six Thousand Eight Hundred Dollars (\$76,800.00)**, including any expenses. In the
14 event the Parties extend the Term pursuant to Section 2.1 above, the maximum total amount of
15 compensation paid to the CONTRACTOR by the OWNER pursuant to this Contract during any
16 one year extension period shall not exceed the sum of **Seventy Six Thousand Eight Hundred**
17 **Dollars (\$76,800.00)**, including any expenses, per year. The total amount of compensation paid
18 by OWNER to CONTRACTOR during the initial Term, plus any OWNER approved extensions,
19 for the Landscape Maintenance Service, shall not exceed the sum of **Three Hundred Eighty**
20 **Four Thousand Dollars (\$384,000.00)**, including all expenses. The OWNER is not responsible
21 for any fees or costs above or beyond the contracted amount and shall have no obligation to
22 purchase any specified amount of services or products, unless agreed to by the OWNER in
23 writing.

24 3.3 CONTRACTOR shall invoice the OWNER once services rendered in
25 accordance with **Exhibit "A"** and **Exhibit "C"** attached hereto. OWNER shall pay the invoice
26 within thirty (30) working days from the date of receipt of the invoice. OWNER shall not be liable
27 for any interest or late charges in the performance of this Contract.

28 3.4 The OWNER's obligation for payment of this Contract beyond the current

1 fiscal year end is contingent upon and limited by the availability of OWNER funding from which
2 payment can be made. No legal liability on the part of the OWNER shall arise for payment
3 beyond June 30 of each calendar year unless funds are made available for such payment. In the
4 event that such funds are not forthcoming for any reason, OWNER shall immediately notify
5 CONTRACTOR in writing, and this Contract shall be deemed terminated and have no further
6 force and effect.

7 3.5 In the event that State of California mandated water restrictions cause turf
8 and lawn areas of any of the six (6) sites listed in **Exhibit "A"** to become suppressed or reduced
9 from their original size, either through dormancy, die-off or by removal for drought tolerant
10 plantings, CONTRACTOR acknowledges and agrees that OWNER shall have the right, but not
11 the obligation, to renegotiate with CONTRACTOR for a reduction in fees commensurate with
12 the actual reduction in work, for the duration of time that water restrictions are in effect.

13 4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any
14 additional services or incur additional expenses, outside of this Contract, without first receiving
15 the express written consent to proceed from the OWNER in the form of an amendment to this
16 Contract.

17 5. RESERVED.

18 6. INSPECTION OF SERVICES. All performances under this Contract shall be
19 subject to inspection by the OWNER. CONTRACTOR shall provide adequate cooperation to
20 OWNER's representative to permit him/her to determine CONTRACTOR's conformity with the
21 terms of this Contract. If any services performed or products provided by CONTRACTOR are
22 not in conformance with the terms of this Contract or IFB No. 2017-001, the OWNER shall have
23 the right to require CONTRACTOR to perform the services or provide the products in
24 conformance with the terms of this Contract and/or IFB No. 2017-001 at no additional cost to
25 the OWNER. When the services to be performed or the products to be provided are of such
26 nature that the difference cannot be corrected, the OWNER shall have the right to: (1) require
27 CONTRACTOR immediately to take all necessary steps to ensure future performance in
28 conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to

1 reflect the reduced value of the services performed or products provided. The OWNER may
2 also terminate this Contract for default and charge to CONTRACTOR any costs incurred by the
3 OWNER because of CONTRACTOR's failure to perform.

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

8 7. INDEPENDENT CONTRACTOR. CONTRACTOR is, for purposes relating to
9 this Contract, an independent contractor and shall not be deemed an employee of the OWNER.
10 It is expressly understood and agreed that CONTRACTOR (including its employees, agents and
11 subcontractors) shall in no event be entitled to any benefits to which OWNER employees are
12 entitled, including but not limited to overtime, any retirement benefits, worker's compensation
13 benefits, and injury leave or other leave benefits. There shall be no employer-employee
14 relationship between the Parties; and CONTRACTOR shall hold OWNER harmless from any and
15 all claims that may be made against OWNER based upon any contention by a third party that an
16 employer-employee relationship exists by reason of this Contract. It is further understood and
17 agreed by the Parties that CONTRACTOR in the performance of this Contract is subject to the
18 control or direction of OWNER merely as to the results to be accomplished and not as to the
19 means and methods for accomplishing the 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 Contract
22 without the prior written approval of the OWNER; but this provision shall not require the approval
23 of contracts of employment between CONTRACTOR and personnel assigned under this Contract,
24 or for Parties named in IFB No. 2017-001 and agreed to under this Contract.

25 9. RESERVED.

26 10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the
27 Riverside Community Housing Corp, the Housing Authority of the County of Riverside, the
28 County of Riverside, their respective Agencies, Districts, Special Districts and Departments, and

1 their respective directors, officers, Board of Directors, Board of Supervisors, Board of
2 Commissioners, elected and appointed officials, employees, agents and representatives
3 (individually and collectively hereinafter referred to as Indemnites) from any liability
4 whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,
5 subcontractors, agents or representatives arising out of or in any way relating to this Contract,
6 including but not limited to property damage, bodily injury, or death, or any other element of any
7 kind or nature whatsoever arising from the performance of CONTRACTOR, its officers,
8 employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall
9 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of
10 investigation, defense and settlements or awards, the Indemnites in any claim or action based
11 upon such alleged acts or omissions.

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

18 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has
19 provided OWNER the appropriate form of dismissal relieving OWNER from any liability for the
20 action or claim involved.

21 The specified insurance limits required in this Contract shall in no way limit or circumscribe
22 CONTRACTOR's obligations to indemnify and hold harmless the Indemnites herein from third
23 party claims.

24 In the event there is conflict between this clause and California Civil Code Section 2782,
25 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve
26 the CONTRACTOR from indemnifying the Indemnites to the fullest extent allowed by law.

27 11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation
28 to indemnify or hold the OWNER and the Indemnites harmless, CONTRACTOR shall procure

1 and maintain or cause to be maintained, at its sole cost and expense, the following insurance
2 coverages during the term of this Contract. As respects to the insurance section only, the OWNER
3 herein refers to the Riverside Community Housing Corp, the Housing Authority of the County of
4 Riverside, the County of Riverside, their respective Agencies, Districts, Special Districts, and
5 Departments, their respective directors, officers, Board of Directors, Board of Supervisors, Board
6 of Commissioners, employees, elected or appointed officials, agents or representatives as
7 Additional Insureds.

8 11.1 Workers' Compensation. If the CONTRACTOR has employees as defined
9 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation
10 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include
11 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
12 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
13 of the OWNER.

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

22 11.3 Vehicle Liability. If vehicles or mobile equipment are used in the
23 performance of the obligations under this Contract, then CONTRACTOR shall maintain liability
24 insurance for all owned, non-owned or hired vehicles so used in an amount not 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. Policy shall name the OWNER, as Additional Insureds.

28 11.4 Professional Liability. CONTRACTOR shall maintain Professional

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

11 11.5 General Insurance Provisions - All lines.

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

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

27 d. It is understood and agreed to by the Parties hereto that the
28 CONTRACTOR's insurance shall be construed as primary insurance,

1 and the OWNER's insurance and/or deductibles and/or self-insured
2 retention's or self-insured programs shall not be construed as
3 contributory.

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

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

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

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

20 12. GENERAL.

21 12.1 CONTRACTOR shall not provide any services or products subject to any
22 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
23 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
24 products used by CONTRACTOR or provided to OWNER pursuant to this Contract, free from
25 all liens, claims or encumbrances.

26 12.2 OWNER will use best efforts to cooperate with CONTRACTOR and, at
27 the written request of CONTRACTOR, provide CONTRACTOR access to non-privileged and/or
28 non-confidential data necessary for the CONTRACTOR to carry out CONTRACTOR's

1 responsibilities under this Contract.

2 12.3 CONTRACTOR shall comply with all applicable Federal, State and local
3 laws and regulations, including, but not limited to laws regarding proper use and application of
4 any herbicide, pesticide or other agent in connection with performance of the services set forth in
5 this Contract. CONTRACTOR will comply with all applicable OWNER policies and procedures.
6 In the event that there is a conflict between the various laws or regulations that may apply, the
7 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 under
10 this Contract.

11 12.5 CONTRACTOR shall be liable for any damage caused by
12 CONTRACTOR to the Property, including but not limited to, irrigation and sprinkler systems,
13 buildings, trees, walls and fences during CONTRACTOR's performance of the services or any
14 authorized extra work, and such damage shall be repaired at the CONTRACTOR's sole expense.
15 In addition, plant material which dies through the fault or neglect of the CONTRACTOR or due
16 to preventable circumstances, shall be replaced with a specimen of the same species and of equal
17 or similar size as the plant lost, at no cost to the OWNER. These repairs or replacements shall be
18 coordinated with the OWNER.

19 12.6 CONTRACTOR shall at all times during the Term of this Contract ensure
20 the safe placement of equipment in all OWNER housing site locations so as to prevent damage to
21 Property's landscape areas and injury to persons. Equipment shall not be left unattended.

22 13. TERMINATION.

23 13.1 OWNER may terminate this Contract without cause upon thirty (30) days
24 written notice served upon the CONTRACTOR stating the extent and effective date of
25 termination.

26 13.2 OWNER may, upon five (5) days written notice, terminate this Contract
27 for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of
28 this Contract or fails to make progress so as to endanger performance and does not immediately

1 cure such failure. In the event of such termination, the OWNER may proceed with the work in
2 any manner deemed proper by OWNER.

3 13.3 After receipt of the notice of termination, CONTRACTOR shall:

- 4 a. Stop all work under this Contract on the date specified in the notice of
5 termination; and
6 b. Transfer to OWNER and deliver in the manner as directed by OWNER
7 any data, estimates, graphs, summary reports, or other related materials
8 and or records, as may have been prepared or accumulated by
9 CONTRACTOR in performance of services, whether completed or in
10 progress or which, if the Contract had been completed or continued,
11 would have been required to be furnished to OWNER.

12 13.4 After termination, OWNER shall make payment only for
13 CONTRACTOR'S performance, which has been completed and accepted by OWNER, up to the
14 date of termination in accordance with this Contract.

15 13.5 CONTRACTOR's rights under this Contract shall terminate (except for
16 fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of
17 this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability
18 for any reason whatsoever to perform the terms of this Contract. In such event, CONTRACTOR
19 shall not be entitled to any further compensation under this Contract.

20 13.6 If the termination is due to a default by CONTRACTOR the OWNER may
21 take over the work and prosecute the same to completion by contract or otherwise.
22 CONTRACTOR shall be liable to the OWNER for any reasonable additional costs incurred by
23 the OWNER to revise work for which the OWNER has compensated CONTRACTOR under this
24 Contract, but which the OWNER has determined in its sole discretion needs to be revised in part
25 or whole to complete the services required under this Contract. Following discontinuance of
26 services, the OWNER may arrange for a meeting with CONTRACTOR to determine what steps,
27 if any, CONTRACTOR can take to adequately fulfill its requirements under this Contract. In its
28 sole and absolute discretion, OWNER's representative may propose an adjustment to the terms

1 and conditions of the Contract, including the Contract price. Such contract adjustments, if
2 accepted in writing by the Parties, shall become binding on CONTRACTOR and shall be
3 performed as part of this Contract. In the event of termination due to a default by
4 CONTRACTOR, unless otherwise agreed to in writing by the parties, this Contract shall
5 terminate immediately upon CONTRACTOR's receipt of the notice of termination. Termination
6 of this Contract for cause may be considered by the OWNER in determining whether to enter into
7 future contracts with CONTRACTOR.

8 13.7 The rights and remedies of the OWNER provided in this Section are in
9 addition to any other rights and remedies provided by law or under this Contract.

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

16 15. EDD REPORTING REQUIREMENTS. In order to comply with child support
17 enforcement requirements of the State of California, the OWNER may be required to submit a
18 Report of Independent Contractor(s) form DE 542 to the Employment Development Department
19 ("EDD"). CONTRACTOR agrees to furnish the required data and certifications to the OWNER
20 within ten (10) calendar days of notification of award of Contract when required by the EDD.
21 This data will be transmitted to governmental agencies charged with the establishment and
22 enforcement of child support orders. Failure of CONTRACTOR to timely submit the data and/or
23 certificates required may result in the Contract being awarded to another contractor. In the event
24 a Contract has been issued, failure of CONTRACTOR to comply with all federal and state
25 reporting requirements for child support enforcement or to comply with all lawfully served Wage
26 and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach
27 of this Contract. If CONTRACTOR has any questions concerning this reporting requirement,
28 please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax

1 Customer Service Office listed in the telephone directory in the State Government section under
2 "Employment Development Department" or access their Internet site at www.edd.ca.gov.

3 16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has no
4 interest, including, but not limited to, other projects or contracts, and shall not acquire any such
5 interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's
6 performance under this Contract. CONTRACTOR further covenants that no person or
7 subcontractor having any such interest shall be employed or retained by CONTRACTOR under
8 this Contract. CONTRACTOR agrees to inform the OWNER of all CONTRACTOR's interests,
9 if any, which are or may be perceived as incompatible with the OWNER's interests.

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

14 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment
15 directly or indirectly to OWNER's employees.

16 17. ADMINISTRATION. The OWNER's Chief Executive Officer (or designee) shall
17 administer this Contract on behalf of OWNER.

18 18. ASSIGNMENT. This Contract shall not be delegated or assigned by
19 CONTRACTOR, either in whole or in part, without prior written consent of OWNER. Any
20 assignment or purported assignment of this Contract by CONTRACTOR without the prior written
21 consent of OWNER will be deemed void and of no force or effect.

22 19. NONDISCRIMINATION. CONTRACTOR shall not be discriminate in the
23 provision of services, allocation of benefits, accommodation in facilities, or employment of
24 personnel on the basis of ethnic group identification, race, religious creed, color, national origin,
25 ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the
26 performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall
27 comply with the provisions of the California Fair Employment Practices Act (commencing with
28 Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the

1 Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws
2 or regulations.

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

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

9 22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of
10 this Contract, possession of a current and valid license in compliance with any local, State, and
11 Federal laws and regulations relative to the scope of services to be performed under **Exhibit "C"**
12 and IFB No. 2017-001 and that services(s) will be performed by properly trained and licensed
13 staff.

14 23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and
15 OWNER's regulations concerning confidentiality of records. The CONTRACTOR shall not use
16 for personal gain or make other improper use of privileged or confidential information which is
17 acquired in connection with this Contract. The term "privileged or confidential information"
18 includes but is not limited to: unpublished or sensitive technological or scientific information;
19 medical, personnel, or security records; anticipated material requirements or pricing/purchasing
20 actions; OWNER information or data which is not subject to public disclosure; OWNER
21 operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in
22 advance of official announcement.

23 The CONTRACTOR shall protect from unauthorized disclosure names and other
24 identifying information concerning persons receiving services pursuant to this Contract, except
25 for general statistical information not identifying any person. The CONTRACTOR shall not use
26 such information for any purpose other than carrying out the CONTRACTOR's obligations under
27 this Contract. The CONTRACTOR shall promptly transmit to the OWNER all third party
28 requests for disclosure of such information. The CONTRACTOR shall not disclose, except as

1 otherwise specifically permitted by this Contract or authorized in advance in writing by the
2 OWNER, any such information to anyone other than the OWNER. For purposes of this Section,
3 identity shall include, but not be limited to, name, identifying number, symbol, or other
4 identifying particular assigned to the individual, such as finger or voice print or a photograph.

5 24. WORK PRODUCT. All reports, preliminary findings, or data assembled or
6 compiled by CONTRACTOR under this Contract become the property of the OWNER. The
7 OWNER reserves the right to authorize others to use or reproduce such materials. Therefore, such
8 materials shall not be circulated in whole or in part, nor released to the public, without the direct
9 written authorization of the OWNER Chief Executive Officer or an authorized designee.

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

17 26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives
18 payment under this Contract which is later disallowed by the OWNER for nonconformance with
19 the terms of the Contract, CONTRACTOR shall promptly refund the disallowed amount to the
20 OWNER on request; or at its option the OWNER may offset the amount disallowed from any
21 payment due to CONTRACTOR.

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

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

27 29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of
28 the State of California. Any legal action related to the performance or interpretation of this

1 Contract shall be filed only in the Superior Court of the State of California located in Riverside,
2 California, and the Parties waive any provision of law providing for a change of venue to another
3 location.

4 30. MEDIATION. CONTRACTOR and OWNER agree that in the event of any
5 controversy or dispute between OWNER and CONTRACTOR arising out of this Contract,
6 regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise, which are
7 not adequately addressed by the OWNER's informal and formal dispute resolution process, if
8 applicable, shall be submitted to mediation. The Parties shall jointly select a mediator acceptable
9 to CONTRACTOR and OWNER. The mediation shall take place in the County of Riverside.
10 Each Party shall be responsible for its own legal fees and other expenses incident to the
11 preparation for mediation. If the dispute cannot be resolved by mediation, neither OWNER nor
12 CONTRACTOR will waive their rights to bring the appropriate legal action in a court of
13 competent jurisdiction within the County of Riverside.

14 31. CLAIMS RESOLUTION – CLAIMS UP TO \$375,000. This Section is intended
15 to help resolve disputes between the Parties related to this project. Such disputes shall be brought
16 to the attention of the OWNER at the earliest possible time, so that such disputes may be promptly
17 resolved, if possible, or other appropriate action or investigation may be promptly undertaken.
18 Public works claims which arise between the CONTRACTOR and the OWNER shall be resolved
19 using the following procedure:

20 31.1 A "claim" means a separate demand by the CONTRACTOR sent by
21 registered mail or certified mail return receipt requested for one or more of the following: (a) a
22 time extension including, without limitation, for relief from damages or penalties for delay
23 assessed by the OWNER; (b) payment by the OWNER of money or damages arising from work
24 done by or on behalf of the CONTRACTOR and payment for which is not otherwise expressly
25 provided or to which the CONTRACTOR is not otherwise entitled; (c) payment of an amount
26 that is disputed by the OWNER. The CONTRACTOR shall furnish reasonable documentation to
27 support the claim.

28 31.2 Upon receipt of a claim, OWNER shall conduct a reasonable review of the

1 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement
2 of the Parties, provide the CONTRACTOR with a written statement identifying what portion of
3 the claim is still disputed and what portion is undisputed. (If consultation with the Board of
4 Directors is required, the OWNER may have additional time as stated in California Public
5 Contract Code Section 9204.) Any payment due on an undisputed portion of the claim shall be
6 processed and made within 60 days after the OWNER issues its written statement.

7 31.3 If the OWNER fails to issue a written statement, the claim shall be deemed
8 rejected in its entirety. A claim that is denied by reason of the OWNER's failure to respond to a
9 claim, or its failure to otherwise meet the applicable time requirements, shall not constitute an
10 adverse finding with regard to the merits of the claim or the responsibility or qualifications of the
11 CONTRACTOR.

12 31.4 If the CONTRACTOR disputes the OWNER's written response, or if the
13 OWNER fails to respond within the time prescribed, the CONTRACTOR may demand in writing,
14 sent by registered mail or certified mail return receipt requested, an informal meet and confer
15 conference to attempt to reach settlement of the portion of the claim in dispute. Upon receipt of
16 the demand, the OWNER shall schedule a meet and confer conference within 30 days.

17 31.5 Within ten (10) business days following the conclusion of the meet and
18 confer conference, if the claim or any portion thereof remains in dispute, the OWNER shall
19 provide the CONTRACTOR a written statement identifying the portion of the claim that remains
20 in dispute and the portion that is undisputed. Any payment due on an undisputed portion shall be
21 processed and made within sixty (60) days after the OWNER issues its written statement.

22 31.6 Any disputed portion of the claim, as identified by the CONTRACTOR in
23 writing, shall be submitted to nonbinding mediation, with the OWNER and CONTRACTOR
24 sharing the mediator costs equally. The OWNER and CONTRACTOR shall mutually agree to a
25 mediator within ten (10) business days after the disputed portion of the claim has been identified
26 in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator and
27 those mediators shall select a qualified neutral third party to mediate the disputed portion of the
28 claim. Each Party shall bear the fees and costs charged by its respective mediator in connection

1 with the selection of the neutral mediator. If mediation is unsuccessful to resolve all issues, the
2 parts of the claim remaining in dispute shall be subject to other applicable legal procedures.

3 31.7 As used herein, mediation includes any nonbinding process, including but
4 not limited to neutral evaluation or a dispute review board, in which an independent third party
5 or board assists the Parties in dispute with resolution through negotiation or by issuance of an
6 evaluation.

7 31.8 Additional applicable requirements, including but not limited to
8 subcontractor claims, may be stated in California Public Contract Code Section 9204.

9 31.9 Any legal action related to the performance of the work or the terms of the
10 Contract Documents shall be filed only in the Superior Court of the State of California located in
11 Riverside, California.

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

17 33. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully
18 performed or are not capable of being fully performed as of the date of termination will survive
19 termination of this Contract.

20 34. EXHIBITS. The following exhibits are attached hereto and incorporated herein by
21 this reference:

- 22 a. Exhibit A - Service Site Locations and Pricing;
- 23 b. Exhibit B - IFB No. 2017-001;
- 24 c. Exhibit C - Scope of Services; and
- 25 d. Exhibit D – CONTRACTOR’s Form of Bid, submitted to the OWNER on May
26 03, 2017 in connection with IFB No. 2017-001.

27 35. NOTICES. Any notice or other communication required or permitted under this
28 Contract shall be sufficiently given if delivered in person or sent by one of the following

1 methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.
2 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight
3 service with tracking capabilities. Notices or communications shall be deemed properly delivered
4 to the respective Parties at the addresses set forth below, or such other addresses provided by the
5 Parties in writing, and are deemed submitted as of the date personally delivered or two days after
6 their deposit in the United States mail postage prepaid, or via overnight service:

7
8 Heidi Marshall
9 Chief Operating Officer
10 Riverside Community Housing Corp.
11 5555 Arlington Avenue
12 Riverside, California 92504

Kenneth Reed
President
Cal Dreamscape Landscape, Company
22421 Barton Road #286
Grand Terrace, CA 92313

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

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

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

25
26 **(Signatures on next page)**
27
28

1 THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE
2 RIVERSIDE COMMUNITY HOUSING CORP.'S BOARD OF DIRECTORS AND
3 EXECUTED BY ITS CHAIRPERSON.

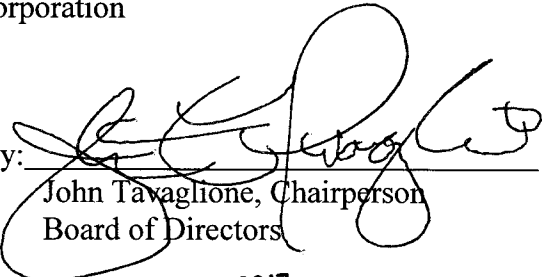
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5 IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the day and year
6 set forth below.

7 **OWNER:**

CONTRACTOR:

8 RIVERSIDE COMMUNITY HOUSING
9 CORP., a California nonprofit public benefit
10 corporation

Cal Dreamscape Landscape, Company, a
California corporation

11
12 By: 
13 John Tavaglione, Chairperson
14 Board of Directors

11
12 By: 
13 Kenneth Reed, President

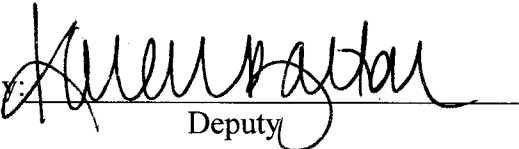
AUG 29 2017

15 Dated: _____

15 Dated: 7-31-2017

17 ATTEST:
18 KECIA HARPER-IHEM

19 Clerk of the Board

20
21 By: 
22 Deputy

23 APPROVED AS TO FORM:
24 GREGORY P. PRIAMOS
25 GENERAL COUNSEL

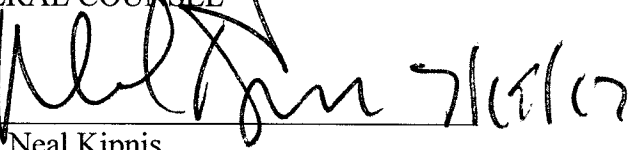
26 By: 
27 Neal Kipnis,
28 Deputy General Counsel

EXHIBIT "A"
SERVICE SITE LOCATIONS AND MONTHLY PRICING

Site:	APN	Address:	City:	Zip Code:	Price:
Aladdin Villas Apartments	608-230-032	45-909 Aladdin Street	Indio	92201	\$900.00
Corregidor Manor	673-140-007	34-355 Corregidor Drive	Cathedral City	92234	\$750.00
Dr. Clair S. Johnson	727-130-017	91-400 Seventh Street	Mecca	92254	\$1,250.00
Quinto Del Sol Apartments	644-230-005	13580 – 13604 Don English Way	Desert Hot Springs	92240	\$1,325.00
Thermal I Apartments	757-061-031 and 757-061-032	87015 – 87045 Church Street and 56640 – 56690 Polk Street	Thermal	92274	\$1,300.00
Thermal II Apartments	757-061-033	56690 – 56720 Polk Street	Thermal	92274	\$875.00

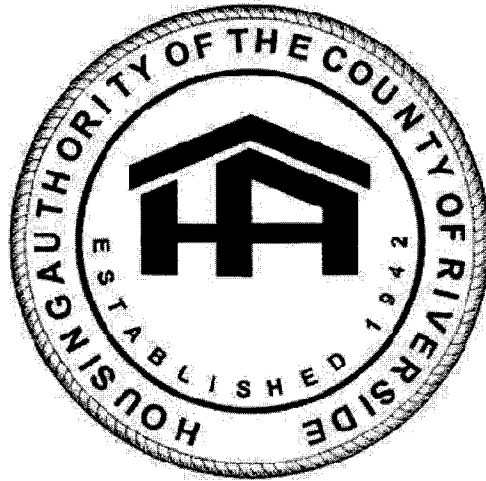
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EXHIBIT "B"

IFB NO. 2017-001

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**



INVITATION FOR BIDS (IFB) NO. 2017-001

**LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC
HOUSING SITES IN EASTERN RIVERSIDE COUNTY**

**Housing Authority of the County of Riverside (HACR)
5555 Arlington Avenue
Riverside, CA 92504**

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

IFB INFORMATION AT A GLANCE

HACR CONTACT PERSON:	Robert Lane – Contracting Coordinator E-Mail: rlane@rivcoeda.org Desk: (951) 343-5439 Fax: (951) 688-6873
HOW TO OBTAIN THE IFB DOCUMENTS:	<ol style="list-style-type: none"> 1. Access www.harivco.org 2. Click on: IFB NO. 2017-001 LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN RIVERSIDE COUNTY 3. Download and save the IFB/Plans to your computer.
IFB RELEASE DATE:	Tuesday, March 28, 2017
PRE-BID CONFERENCE: (JOB WALK) NOTE: JOB WALK ATTENDANCE IS NOT MANDATORY BUT HIGHLY ENCOURAGED. Prospective bidders should attend the pre-bid conference (job walk). The purpose is to consider prospective bidders questions and concerns on the proposed project(s).	April 12, 2017 at 11:00 AM Quinto Del Sol Apartments 13580 – 13604 Don English Way Desert Hot Springs, CA 92240
DEADLINE FOR SUBMITTING QUESTIONS / REQUEST FOR INTERPRETATIONS: (RFIs)	April 26, 2017 at 5:00 PM
BID SUBMITTAL DEADLINE – BID OPENING:	May 3, 2017 at 2:00 PM 5555 Arlington Avenue Riverside, CA 92504 (Bids shall be delivered to the Housing Authority of the County of Riverside (HACR), on the 1st Floor of HACR Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504; Bids shall be promptly opened in public at said address. Mark the exterior envelope: "Sealed Bid" and "Attention: Robert Lane")
HACR reserves the right to deviate from and/or modify this timeline at any time.	Notices of any such decisions or modifications will be located at: www.harivco.org

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

INTRODUCTION

The Housing Authority of the County of Riverside (hereinafter, "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. The HACR is headed by an Executive Director (hereinafter, "ED") and is governed by a five-person Board of Commissioners, (hereinafter, "BOC") and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR"), Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq. and the HACR's procurement policy.

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 8,827 Tenant-Based Section 8 Vouchers, 80 Section 8 Moderate Rehabilitation Vouchers, 115 Shelter-Plus Care Vouchers, 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 557 Family Self Sufficiency (FSS) participants, and 48 Project-Based Rental Assistance Vouchers. The HACR currently has approximately 145 employees.

The HACR is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

The HACR's Board of Commissioners adopted a resolution authorizing the HACR to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside, the City of Coachella, and potentially the City of Norco. Therefore, the HACR's portfolio includes fund assets for the Low and Moderate Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty seven (57) parcels of land, with a total value of \$34.4 million and three (3) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

In keeping with its mandate to provide efficient and effective services, the HACR is now soliciting bids from qualified, licensed and bonded entities to perform complete landscape maintenance services for eight (8) public housing sites in eastern Riverside County.

Prospective bidders will be responsible for all phases of landscape maintenance including, but not limited to; the care and maintenance of all lawn and turf, edging, fertilizing/seeding, ground cover, shrub and flower beds, trees, weeding of all of the above, debris removal and clean-up of trash.

All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN RIVERSIDE COUNTY

1.0 HACR'S RESERVATION OF RIGHTS:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** The HACR reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, in its sole and absolute discretion, if deemed by the HACR to be in its best interests.
- 1.2 Right to Not Award.** The HACR reserves the right not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** The HACR reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 5 calendar days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** The HACR reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Determine Financial Responsibility and Viability.** The HACR reserves the right to require of bidder information regarding financial responsibility and viability or such other information as the HACR determines is necessary to ascertain whether a bid is in fact the lowest responsive and responsible bid submitted.
- 1.6 Right to Retain Bids.** The HACR reserves the right to retain all written bids submitted to the HACR in response to this IFB, and not permit withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said bids. The HACR may permit the withdrawal of bids when requested in writing by the bidder and such request is approved in writing by the HACR Contracting Officer (CO) in his/her sole and absolute discretion.
- 1.7 Right to Reject Any Bid.** The HACR reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 No Obligation to Compensate.** The HACR shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Amend Prior to Award.** HACR reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment, plans or drawing, or within any addenda issued. All addenda will be posted on the HACR's website at www.harivco.org and/or www.missionreproplanroom.com Internet System (hereinafter, the "noted Internet System" or the "System"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. The HACR reserves the right to amend the contract any time prior to the contract execution.
- 1.10 Right to Prohibit.** The HACR shall reserve the right to at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing www.harivco.org and/or www.missionreproplanroom.com Internet Systems

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(hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 calendar days of the discovery of any item listed herein or of any item that is issued thereafter by the HACR that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACR, but not the prospective bidder, of any responsibility pertaining to such issue.

- 1.11 Right to Issue New Bids.** In the event the HACR rejects all bids submitted, the HACR reserves the right to re-advertise this IFB for new bids, to modify this IFB and re-advertise for new bids or to proceed to have the work completed otherwise.
- 1.12 Right to Cancel Award.** HACR reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 1.13 Right to Revise Quantities.** HACR reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HACR under the following conditions:
- 1.13.1** Funding is not available;
 - 1.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 1.13.3** HACR's requirements in good faith change after the award of the contract.
- 1.14 Right to Require Additional Information.** HACR reserves the right to require additional information from all prospective bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACR.
- 1.15 Right to Require Accurate Timesheets.** HACR reserves the right to require the successful bidder to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 1.16 Right to Contact.** HACR reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the bidder regardless of their inclusion in the reference section of the bid submittal.
- 1.17 Right to Seek Restitution.** In the event any contract resulting from this IFB is prematurely terminated due to nonperformance and/or withdrawal by the successful bidder, HACR reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the successful bidder to cover costs for interim services and/or cover the difference of a higher cost (difference between the terminated successful bidder's rate and new company's rate) beginning the date of successful bidder's termination through the contract expiration date.
- 1.18 Right to Amend Prior to Contract Execution.** HACR reserves the right to amend the contract any time prior to the contract execution.

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2.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS (T/S): The HACR is seeking bids from qualified, licensed and bonded entities to provide the following detailed landscaping services at the site listed herein:

#	Site:	Address:	City:	Zip Code:
1	Aladdin Villas Apartments	45-909 Aladdin Street	Indio	92201
2	Corregidor Manor	34-355 Corregidor Drive	Cathedral City	92234
3	Dr. Clair S. Johnson	91-400 Seventh Street	Mecca	92254
4	Quinto Del Sol Apartments	13580 – 13604 Don English Way	Desert Hot Springs	92240
5	Thermal I Apartments	87015 – 87045 Church Street & 56640 – 56690 Polk Street	Thermal	92274
6	Thermal II Apartments	56690 – 56720 Polk Street	Thermal	92274
7	Calle de Carlos I & II	3989 & 3721 Calle de Carlos	Palm Springs	92262
8	Racquet Club Apartments	2383 Racquet Club Drive	Palm Springs	92262

- 2.1 Emergency Numbers:** The successful bidder shall provide at all times throughout the duration of this contract, emergency telephone numbers which can be called for emergency conditions at any time the successful bidder's representatives are not immediately available at the job site. An alternative number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact a responsible representative of the successful bidder who can take the necessary action required to alleviate an emergency condition which threatens to cause damage to any HACR property.
- 2.2 Extra Work:** Successful bidder shall furnish the HACR with a **firm quote** for any extra work which the successful bidder determines may be needed or desired during the contract period. Extra work or additional work includes, but is not limited to, reseeding, planting of major areas and all materials associated with the extra work such as mulch, flowers, plants, seed, fertilizer, etc. Commencement of any extra work shall only occur after receipt by the successful bidder of written approval and authorization for such work from the HACR or the HACR's designee.
- 2.3 Mowing:** All trash, papers, limbs and loose debris are to be removed and discarded prior to mowing and trimming. Lawn areas shall be mowed by the successful bidder once each week to a height appropriate for the season (no longer than 2" in height). It shall be the successful bidder's responsibility to move portable objects that would obstruct his mowing operation. Lawn areas shall be left neat and clean after mowing. Any lawn/turf areas that cannot be reached with the lawnmower are to be trimmed. All turf areas inaccessible to mowing equipment will be trimmed prior to mowing as needed to maintain a neat, well-groomed appearance.
- 2.4 Mowing Equipment:** Lawns shall be mowed with power propelled rotary or reel type mowers. Mowing equipment shall be capable of performing a neat mowing or trimming of grass to project a rich, well-manicured appearance. All mowers will be equipped with grass catching devices and shall be maintained in good working condition.

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- 2.5 Mowing Procedure:** Mowing shall be done neatly and completely up to the edge of paved areas and around all obstructions such as manholes, sprinkler valves, fire hydrants, poles, posts, trees, shrubbery, perimeter of all buildings, structures, flower beds and fences. Sprinkler heads to be cleared of grass by use of weed eater, ensuring that water spray from sprinkler head is not obstructed by grass. Care shall be taken to prevent damage to turf when grounds are wet. Any damage to lawn areas when grounds are wet caused by successful bidder shall be repaired at successful bidder's expense. Paved areas shall be hand swept, vacuumed, or blown to remove grass clippings within the same day the mowing is performed.
- 2.6 Edging:** Shall mean cutting all grass and/or weeds to lawn heights, along walls or buildings and paved areas, edges of foundations and slabs, stairways or steps, fences, shrub plantings, trees, posts and poles on a weekly basis. Edges along paved areas shall be trimmed to prevent grass, ice plant or weeds from encroaching upon the paved areas.
- 2.7 Fertilizing / Seeding:** Fertilizer shall be applied on an as-needed basis to assure the proper maintenance of the turf areas. Fertilizer shall be watered in after each application either manually or by the next irrigation cycle to be coordinated with the resident manager of the complex. Fertilizers applied to turf will be removed from sidewalks and parking areas to prevent staining. Scalping of winter rye – lawn scalping and re-seeding shall be performed annually before the end of October. Rye grass seed will be provided by the HACR.
- 2.8 Aeration:** Aeration of lawn/turf areas may be done at the direction of the HACR. The aerator must not be allowed to operate on any sidewalks, driveways, or parking lots. All coring must be removed from all walkways, driveways and parking lots.
- 2.9 Ground Cover:** Ground covers shall be inspected weekly. Maintenance shall include removal of all debris, including leaves, branches, paper, and dead woody plant material. Ground cover shall be fertilized four (4) times per year with a commercial fertilizer, or as necessary to maintain an appearance of dense, lush plant growth. All ground covers shall be pruned or trimmed neatly away from shrubs, trees, walks and parking curbs weekly.
- 2.10 Weed / Fungus / Pest Control:** Weeds shall be removed regularly but no less than once a month. The weeds shall not be allowed to become established. Weeds are to be removed completely, chemically or manually. Weed, fungus and pest (including snails) control of ground covers on slopes and flat areas within the project boundary shall be provided to all such planted areas by the application of granular and/or liquid material and/or cultivation as required and necessary to maintain effective control. Insecticide shall be applied as often as necessary to prevent any serious damage from occurring. Widespread pest problems requiring power sprayers will be contracted to licensed pest control operators by the HACR only. **NOTE: Care should be taken in the use of herbicides at all public housing sites due to the presence of children, the elderly and anyone else who might come in contact with the chemicals.**
- 2.11 Shrub / Flower Bed / Foundation Planting Care:** Removal of spent flowers spikes, removal of all leaves and debris from plant areas shall be done weekly. Weeds are to be removed from beds chemically or manually. All weeds and debris are to be

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removed from premises. No debris shall be placed in the dumpsters on the premises at any time. Pruning shall be performed as a continuous operation. Plants will not be allowed to develop stray, undesirable growth. Perennials and vines shall be fertilized twice annually. All fertilizers are to be applied evenly with a thorough watering to follow during the next irrigation cycle. Shrubs located in lawns and ground cover areas will not require additional fertilizer except as noted.

- 2.12 Trees:** Successful bidder is to maintain trees of various types, whether specifically mentioned or not, using the following methods:

Tree staking and guying: Stakes and guys to be removed as soon as they are no longer needed. Stakes and guys are to be inspected frequently to prevent rubbing that causes bark wounds. All trees shall be re-staked, realigned tied or retied and guyed or re-guyed as necessary to aid and promote proper growth. Cinch ties or VIT braces shall be used to insure there is no bruising of trees.

Pruning: Regular pruning is required for the removal of dead wood, low branches, misshapen or misdirected branches, branches growing against buildings and broken branches. Trees should be trimmed away from sides and roof areas of buildings by at least 18 inches. All cuts shall be made neatly. Pruning for general clean-up of trees is recommended at least twice per year. Pruning is limited to the lower 12 feet of trees or as far as a man can reach with a pole saw. If topping of trees is needed, successful bidder will submit a separate bid for such to the HACR.

- 2.13 Irrigation System:** The successful bidder shall notify HACR of lawn and/or shrub areas that appear to be lacking proper irrigation or other obvious irrigation problems upon initial observation. The HACR will conduct irrigation repairs as required. The successful bidder is responsible for any repairs or replacement of irrigation equipment required as the result of damage sustained during the provision of services.

- 2.14 Hardscape Areas:** All hardscape areas, defined as driveways, sidewalks, and carports shall be kept clear of debris from the landscape maintenance operation, including but not limited to: erosion, run-off from storms and irrigation or wind-blown debris weekly by brooms, vacuum or blower. Grass and weeds growing in cracks of paved areas shall be removed once each month. Sterilants will be used to inhibit growth, except in areas where such use may endanger existing landscape plant life. Policing of common areas around trash containers to remove all litter shall be done weekly.

- 2.15 Debris Removal:** Clean-up shall consist of removal of all debris, paper and weeds on a weekly basis from the landscape areas. Also promptly after pruning and trimming of trees and shrubbery as well as weeding, edging and trimming of grass and other ground cover, all cuttings and debris shall be removed from the work site. Immediately after working in the areas of walkways, patios, and driveways they shall be swept clean with brooms, vacuum or blower. This includes trash pick-up, leaves, branches, and other debris from under trees, shrubs, and grass areas throughout the housing site. Successful bidder to ensure proper dumping of all waste and trash from the site in an approved, legal landfill. Successful bidder shall provide a cleared site free of all debris, trash, contractor equipment, etc. off-site daily. HACR refuse containers may not be used for disposal of any waste.

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- 2.16 Laws Regulating Application of Herbicides, Pesticides, or Turf Agents:** Successful bidder shall comply with all City (dependent upon the location of the public housing site), County of Riverside, State of California, and applicable Federal laws regarding proper use and application of any herbicide, pesticide or other agent to all site grounds.
- 2.17 Safety:** The successful bidder shall at all times ensure that all work provided complies with all local, State and Federal rules pertaining to workplace safety; meaning the successful bidder shall at all times conduct their daily business operations in such a manner as to protect its workers, HACR residents, HACR staff, and the general public from harm. Further, the successful bidder shall have full and sole responsibility to correct any such condition found to be unsafe by any authorized entity (including the HACR), and if such unsafe conditions result in injury to any group named within this section, shall have full and sole responsibility to compensate such persons, if so ordered by an authorized agency or any court having jurisdiction.
- 2.18 Damages:** Any damage caused to any HACR properties, including but not limited to, irrigation and sprinkler systems, buildings, trees, walls and fences by the successful bidder during maintenance or authorized extra work, shall be repaired at the successful bidder's expense. Plant material which dies through the fault or neglect of the successful bidder or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the HACR. These repairs or replacements must be coordinated with the HACR or HACR's designee.
- 2.19 Work Not Included:** Successful bidder will not furnish new trees, shrubs, ground cover, vines or seasonal flowers as a part of this IFB and the subsequent contract.
- 2.20 Equipment / Supplies / Materials:** As a part of the proposed fees, the successful bidder shall supply any and all such items needed to provide the services detailed herein; meaning, the HACR shall not pay any additional fees, including shipping and taxes for such.
- 2.21 Equipment Placement / Storage:** Successful bidder shall at all times ensure the safe placement of equipment in all public housing site locations so as to prevent damage to property's landscape areas and injury to persons. Equipment shall not be left unattended in turf areas.
- 2.22 Contractor / Staff Hours:** Successful bidder will provide complete landscape service to each site a minimum of ONCE per week, whether it takes one or more visits to the site to complete the service, throughout the duration of the maintenance contract.
- 2.23 Field Verification:** Successful bidder is responsible to field verify existing conditions and promptly notify the HACR of discrepancies in and omissions from the plans, specifications or other contract documents that are found in the field, including unforeseen conditions that may affect the successful completion of the project and/or work.

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2.24 Explanations and Interpretations to Prospective Bidders: Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least **ten (10) calendar days** before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

2.25 Interpretation of the Documents: Discrepancies in and omissions from the plans, specifications or other contract documents, or questions as to their meaning shall, at once, be brought to the attention of the HACR. Any interpretation of the documents will be made only by amendment duly issued and a copy of such amendment will be mailed or delivered to each person or firm receiving a set of such documents. The HACR will not be responsible for any other explanations or interpretations. Should anything in the scope of the work or any of the sections of the specifications be of such nature as to be apt to cause disputes between the various trades involved, such information shall be promptly called to the attention of the HACR.

2.26 Amendments to the IFB: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form, or by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACR's requirements. Amendments will be on file in the offices of the HACR at least 7 calendar days before bid opening.

2.27 Caution to Bidders: Prospective bidders are cautioned not to merely examine the plans and specifications in making their bid, since requirements are imposed upon the bidder by various other portions of this IFB and the Contract Documents.

2.28 Exclusivity: The HACR will choose one (1) successful proposer only to provide these services.

3.0 BID FORMAT:

3.1 Two-step Bid Submittal Process: All bidders will initially submit the documentation/information detailed within the following listed Step #1. Then, the Agency will notify which bidders are to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 (the bidder(s) that are directed to submit information for Step #2 shall generally be apparent low bidders that the HACR intends to complete award to).

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3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACR has published herein or has issued by addendum.

Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.

Tab No.	Description
1	Form of Bid: This Form is attached to this IFB document as Attachment A. Input the fee/bid amount, complete and execute where provided thereon and submitted under this tab as a part of the bid submittal.
2	form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3	Not Used - N/A
4	Section 3 Business Preference Documentation: For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment G and any documentation required by that form. Note: If you qualify as a Section 3 Business Preference, your bid will receive a preference over other bids as specified in Attachment G.
	Bid Submittal Binding Method: It is preferable and recommended that the bidder bind the bid submittal in such a manner that the HACR can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the bid submittal to its original condition.

Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the HACR.

Tab No.	Description
1	Form of Non-Collusive Affidavit: This Form is attached to this

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	IFB document as Attachment D. Must check box indicating whether bidder is an individual, a corporation or partnership. Complete form and notarize. This 1-page Form must be fully completed and executed where provided thereon.
2	Contractor Designation Form: This Form is attached to this IFB document as Attachment E. This 2-page Form must be fully completed and executed where provided thereon. NOTE: Apparent low bidder must also provide HACR with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and the minority status of each. This Form MUST be completed for each general and subcontractor and included in this Tab. Bidder remains responsible to HACR for any and all services and goods provided pursuant to this IFB and any resulting contract. If subcontractors will not be utilized, please check the appropriate box.
3	Managerial Capacity: The apparent low bidder entity must submit under this tab a concise description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of the <i>Contractor Designation Form (Attachment E)</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
4	Equal Employment Opportunity Certification (Form HUD-92010): This Form is attached to this IFB document as Attachment F. The 2-page Form must be signed fully, completed and submitted under this tab.
5	Other Information (Optional Item): The apparent low bidder may include hereunder any other general information that the bidder believes is appropriate to assist the HACR in its evaluation.
	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 6.2.1 through 6.2.5 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
	If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3.2 Bidder's Security – (Construction Only): Bids in excess of twenty-five thousand dollars (\$25,000) shall be accompanied by a bid guarantee of not less than ten percent (10%) of the amount of the bid, including the aggregate of all separate bid items and schedules covered by the bid, which may be: bid bond, money order, certified check or bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. ***The Form of Bid Bond (Attachment C) must be fully completed, executed and notarized where provided thereon and***

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submitted under tab 3 (above) as a part of the bid submittal. Said check or bond shall be made payable to the HACR and shall be given as a guarantee that the Bidder, ***if awarded the Work, will enter into an Agreement with the HACR and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond.*** Each of said bonds and insurance certificates shall be in the amounts of stated in the Standard Specifications or Special Provisions. In case of refusal or failure of the successful Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the HACR. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form found herein, or one conforming substantially to it in form.

- 3.3 HUD-Adopted rates for HACR Maintenance Wages (MWD):** The following rates were adopted by HUD on 5/22/2015. These rates would apply to any maintenance contracts by outside contractors engaged by the HACR:

Work Classification	Wage Rate	Fringe Benefits
Building Maintenance Worker	\$14.90	\$6.71
Housing Authority Maintenance Worker II	\$20.19	\$9.09
Building Maintenance Supervisor	\$25.69	\$11.56

- 3.4 Bid Submission:** All bids must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing amendment). A total of one (1) original signature copy (marked "ORIGINAL" and "SEALED BID") of the bid submittal shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of the County of Riverside (HACR)
Attention: Robert Lane, Contracting Coordinator
5555 Arlington Avenue Riverside, CA 92504**

The package exterior must clearly include the following, "2017-001 LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN RIVERSIDE COUNTY" and, "SEALED BID" and must have the bidder's name and return address. Bids received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

- 3.5 Bid Acceptance Period:** The acceptance period is the number of calendar days available to the HACR for awarding a contract from the date specified in this solicitation for receipt of bids. The HACR requires a minimum acceptance period of **ninety 90 calendar days**. A bid allowing less than the HACR's minimum acceptance period will be rejected.
- 3.6 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered

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on any of the documents that are submitted to the HACR by the bidder, such may invalidate that bid. If, after accepting such a bid, the HACR decides that any such entry has not changed the intent of the bid that the HACR intended to receive, the HACR may accept the bid and the bid shall be considered by the HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet Site, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the HACR delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by amendment pertaining to this IFB.

- 3.7 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the HACR, including the IFB document, the documents listed in the attachments section, and any amendments and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the HACR requirements contained within the documents may cause that bidder to not be considered for award.
- 3.8 Bidder's Responsibilities; Contact With the HACR:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the HACR to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.9 Responsibility for Subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance of the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACR for the performance under this IFB or any resulting contract.
- 3.10 Invitations for Bids (IFB) Amendments:** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment, by identifying the amendment number and date on the bid form by email, letter, or facsimile. The HACR must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the HACRs requirements. Amendments will be on file in the offices of the HACR and at least **seven (7) calendar days** prior to bid opening. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by amendment to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the IFB are made between the HACR and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage

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over other prospective bidders. This does not mean that prospective bidders may not call the CO, it simply means that other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by amendment.

- 3.11 Pre-bid Conference (Job Walk):** The scheduled pre-bid conference/job walk is not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the HACR will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; the HACR **will not** distribute at this conference any copies of the IFB documents.

4.0 BID EVALUATION:

- 4.1 Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the HACR will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time. The HACR will, at a later time, review all bids in detail and will notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible. The HACR reserves the right to, as determined by the HACR, "waive informalities and minor irregularities" in the offers received.

4.1.1 Ties: In the case of tie bids, the award shall be decided by "drawing lots or other random means of selection."

- 4.2 Responsive Bid Evaluation:** After the public opening of bid submittals, all bids received will later be evaluated by the CO for responsiveness, starting with the apparent lowest bidder. Bids not meeting the IFB's listed minimum requirements are deemed to be non-responsive and shall not be considered further. The CO may then consider the next apparent lowest bidder, in his/her sole and absolute discretion. The non-responsive bidder will be notified of such in writing by the HACR in a timely manner.
- 4.3 Responsible Bidder Evaluation:** Once a bid is determined to be responsive to the IFB, the CO will then evaluate the apparent lowest responsive bidder to ensure that he/she or their firm is responsible. If the CO ascertains that such person or firm is

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responsible, as defined below in Section 4.3.1, the CO may then proceed with a Notice of Intent to Award. If the CO determines that such person or firm is deemed to be not responsible, in his/her sole and absolute discretion, they will be notified of such in writing by the HACR in a timely manner. The non-responsible bidder may request further information and a hearing; in such case the CO may proceed with the noted Responsive and Responsible Evaluations with the next apparent lowest bidder.

4.3.1 Responsible Bidder Requirements:

- Have adequate financial resources to perform the contract, or the ability to obtain them;
- Have all necessary and required insurance coverage as listed in the IFB, or the ability to obtain such;
- Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- Have the necessary management, recruitment sources, personnel and/or training facilities, or the ability to obtain them;
- Be able to comply with the required delivery and performance schedule, taking into consideration all existing commercial and/or governmental business commitments;
- Have a satisfactory performance record in placement of qualified personnel;
- Have a satisfactory record of integrity and business ethics, and;
- Be otherwise qualified and eligible to receive an award under all applicable laws and regulations, including not being debarred or suspended under a HUD-imposed LDP. Be advised that all persons or contractors that have been suspended or debarred from Federal programs will be indicated as such in the System for Award Management (SAM).

4.3.2 Additional Evidence of Responsibility: The HACR reserves the right to request additional information whether in writing or by oral presentation in order to further determine the successful bidder's responsibility. Failure to provide adequate documentation within the specified time period will result in the successful bidder being determined as non-responsible. Additional steps or information may include, but are not limited to:

- Copies of financial statements, credit bureau reports, lines of credit and/or account balances with the successful bidder's financial institutions and/or a breakdown of his/her material costs.
- Copies of any business audits or financial reports.
- Lists of other contracts completed and contact information on past customers.

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- A list of all personnel and their requisite experience as it relates to this IFB that are currently available to work.

4.4 Restrictions: Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

4.5 Bid Protest: Any prospective or actual bidder, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. To be eligible to file a protest with the HACR pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e. registered and received the IFB documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by HACR or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of bids, and any protest against the award of a contract must be received within ten (10) calendar days after the successful bidder receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the CO or designee, who shall issue a written decision on the matter. The CO may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF IFB NO. 2017-001
Housing Authority of the County of Riverside (HACR)
Attn: George Eliseo, Contracting Officer
5555 Arlington Avenue Riverside, CA 92504**

5.0 CONTRACT AWARD:

5.1 Lowest Responsive and Responsible Bidder: An award of a contract pursuant to this IFB, if determined to be in the best interest of the HACR to do so, will be made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

5.1.1 Basis for Determining Lowest Bid: The lowest bid shall be the lowest total of the base bid amounts on the base contract.

5.2 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

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5.2.1 By completing, executing and submitting the Form of Bid, Attachment A, the successful bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the HACR, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment J)." The contract clauses already attached as Attachment K also apply. Accordingly, the HACR has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the HACR has no power or authority to negotiate any clauses contained within any attached documents.

5.2.2 Depending on the amount of the award (typically for amounts greater than \$75,000), the HACR will forward the contract to the HACR Board of Commissioners (BOC) for approval prior to signing the contract with the lowest responsive and responsible bidder.

5.2.3 The contract shall be awarded upon a resolution or minute order to that effect duly adopted by the HACR BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

5.3 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the HACR pursuant to this IFB:

5.3.1 Contract Form: By responding to this IFB and submitting a bid, the successful bidder acknowledges and agrees that HACR will only execute agreements prepared by HACR which are substantially approved as to form and substance by HACR. The HACR WILL NOT execute the successful proposer's contract form. Any proposer that does not feel the listed contract clauses or specifications are reasonable or complete shall address such with the HACR in writing during the bidding period (prior to the posted bid submittal deadline). HACR will consider such clauses and determine in its sole and absolute discretion, whether or not to amend the contract if deemed by the HACR to be in its best interests. **Please note that the HACR has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.**

5.3.2 Assignment of Personnel: The HACR shall retain the right to demand and receive a change in personnel assigned to the work if the HACR believes that such change is in the best interest of the HACR and the completion of the contracted work.

5.4 Contract Period: The HACR anticipates that it will initially award a contract for the period of one (1) year with the option, at the HACR's discretion, of four (4) additional one-year option periods, for a maximum total of five (5) years.

5.5 Execution of Work: All work is to be performed by qualified, competent trained personnel. The contractor is to be licensed and responsible for providing supervision of the work by appropriately identified personnel. The HACR may require the contractor to remove from the work such employees as the local authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the HACR to be contrary to the public interest. The contractor shall ensure full cooperation of all workers and suppliers and shall be confined to this work only. The contractor and his personnel shall respect the rights of tenants in the surrounding dwellings where work is being performed. The office hours

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for all locations of the HACR are 8:00 am – 5:00 pm Monday through Friday, or as otherwise specified in the Scope of Work. The contractor's working hours may vary depending upon the type of work being performed. Contractor may work longer hours if approved in advance by the HACR.

- 5.6 Warranty:** All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein.

6.0 PROMPT ACTION BY SUCCESSFUL BIDDER:

- 6.1 Bonding and Security Requirements – Construction Bids Only:** Prior to contract award (but not as a part of the bid submission) the *successful bidder* will have **seven (7) calendar days** from the date of issuance of the Notice of Award or Notice of Intent to Award, to provide the following:

6.1.1 Assurance of Completion (Performance Bond & Payment Bond): The successful bidder shall furnish an assurance of completion prior to the execution of the construction contract. This assurance shall be a performance and payment bond in a penal sum of one hundred percent (100%) of the contract price.

6.1.2 Security Substitutions for Monies Withheld to Insure the Contractor's Performance: In accordance with Section 22300 of the State of California Public Contract Code, the Contractor, at his request and expense, will be permitted to substitute equivalent securities for any monies withheld to insure performance.

- 6.2 Licensing and Insurance Requirements:** Prior to contract award (but not as a part of the bid submission) the *successful bidder* will have **seven (7) calendar days** from the date of issuance of the Notice of Award or Notice of Intent to Award, to provide the following:

6.2.1 Insurance: Without limiting or diminishing the Contractor's obligation to indemnify or hold the Authority harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the Authority herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.2.2 Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the Authority; and, if applicable, to provide a Borrowed Servant/Alternate Employee Endorsement.

6.2.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability,

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products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

6.2.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the Authority, the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

6.2.5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the Authority, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the Authority, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Contractor shall cause Contractor's insurance carrier(s) to furnish the Authority with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Authority prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate

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forthwith, unless the Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Contractor shall not commence operations until the Authority has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

- d. It is understood and agreed to by the parties hereto that the Contractor's insurance shall be construed as primary insurance, and the Authority's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds five (5) years; the Authority reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the Authority.
- h. Contractor agrees to notify Authority of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

6.3 Business License: A copy of the bidder's business license allowing that entity to provide such services within the County of Riverside, State of California.

6.4 Contractor's License: A copy of the bidder's license issued by the California Contractors State License Board (CSLB) allowing the bidder to provide the services detailed herein. To be considered, a potential bidder must have a "**C-27**" – **Landscaping Contractor** license, as required under provisions of Public Contract Code Section 3300, and the California Business and Professions Code Sections 7058 and 7059, for work covered in its bid when a bid is submitted. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. This includes a joint venture formed to submit a bid.

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6.5 Contract Service Standards: All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

7.0 ADDITIONAL CONSIDERATIONS:

7.1 Work on HACR Property: If the successful bidder's work under the contract involves operation on HACR premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACR.

7.2 Subcontractors: Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the HACR. Also, any substitution of subcontractors must be approved in writing by HACR prior to their engagement.

7.3 Salaries and Expenses Relating to the Successful Bidders Employees: Unless otherwise state within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State unemployment taxes, and any similar taxes relating to its employees or other personnel furnished under this contract.

7.4 Applicable Statutes, Regulations & Orders: Successful bidders shall comply with all statutes, rules, regulations, and executive orders affecting procurements by Housing Authorities, including but not limited to:

- 7.4.1 Executive Order 13658
- 7.4.2 Executive Order 11246
- 7.4.3 Executive Order 11063
- 7.4.4 Copeland "Anti-Kickback" Act (18 USC 874)
- 7.4.5 Davis Bacon Act (40 USC 276a-276a-7)
- 7.4.6 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 7.4.7 Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 7.4.8 Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 7.4.9 Civil Rights Act of 1964, Title VI (PL 88-352)
- 7.4.10 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 7.4.11 Age Discrimination Act of 1975
- 7.4.12 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 7.4.13 HUD Information Bulletin 909-23
- 7.4.14 Immigration Reform & Control Act of 1986
- 7.4.15 Fair Labor Standards Act (29 USC 201, et. Seq.)

8.0 RECAP OF ATTACHMENTS: It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

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Attachment	Attachment Description
A	Form of Bid
B	HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs
C	Not Used - N/A
D	Form of Non-Collusive Affidavit
E	Contractor Designation Form
F	Equal Employment Opportunity Certification
G	Section 3 Form, including explanation
H	HACR Sample Contract Form (please note that this contract is being given as a sample only--the HACR reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HACR determines is in its best interests to do so)
I	Form HUD-5370-C Sections I and II (01/2014), <i>General Conditions for Non-Construction Contracts</i>
J	Form HUD-5369-B (08/1993), <i>Instruction to Offerors Non-Construction</i>

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**FORM OF BID form
(Attachment A)**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. **Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to the HACR with the completed tabbed Bid proposal.

Site #	Site Address	Landscape Monthly Bid/Fee Amount \$
1	Aladdin Villas Apartments 45-909 Aladdin Street Indio, CA 92201	\$
2	Corregidor Manor 34-355 Corregidor Drive Cathedral City, CA 92234	\$
3	Dr. Clair S. Johnson 91-400 Seventh Street Mecca, CA 92254	\$
4	Quinto Del Sol Apartments 13580 – 13604 Don English Way Desert Hot Springs, CA 92240	\$
5	Thermal I Apartments 87015 – 87045 Church Street & 56640 – 56690 Polk Street Thermal, CA 92274	\$
6	Thermal II Apartments 56690 – 56720 Polk Street Thermal, CA 92274	\$
7	Calle de Carlos I & II 3989 & 3721 Calle de Carlos Palm Springs, CA 92262	\$
8	Racquet Club Apartments 2383 Racquet Club Drive Palm Springs, CA 92262	\$
TOTAL BASE BID AMOUNT		\$

- B. **Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with all local conditions affecting the cost of the work (including: this Invitation for Bid, Form of Bid, Form of Bid Bond, Form of Performance Bond, Payment Bond (Labor and Materials Payment Bond), all General Conditions, Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; labor, licensing; taxes; insurance; materials; supplies; tools; equipment; shipping, permits, long distance telephone calls; document copying; and all other services to provide **Landscape Maintenance Service at 8 Public Housing Sites, Eastern Riverside County** in strict accordance therewith and for the bid amount specified.

- C. **Basis for Determining Lowest Bid Amount:** The lowest bid shall be the lowest total of the base bid amounts on the base contract.

- D. **Bid Guarantee:** N/A

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E. Amendments: (if applicable) This bid includes addenda numbered for each project as follows:

Amendment #1 Date: _____ Amendment #2 Date: _____ Amendment #3 Date: _____

F. Performance Bond and Payment Bond: N/A

G. Quantities: The undersigned understands that the HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by the HACR. The HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. The HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the HACR requires.

H. Non-Collusive: The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.

I. Time Limits: N/A

J. Qualifications: The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under (present name) _____ since ___/___/___
2. Have you been awarded any jobs but failed to complete? No Yes (please explain): _____
3. List work completed/ongoing in the last two years:

Projects for the Housing Authority of the County of Riverside (if applicable)

Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	
Contact Person Name, Address	
Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage	
Contact Person Name, Address	
Phone & Fax Nos.	
Owner Name:	Completion Date:

Other Projects

Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other	
Contact Person Name, Address	
Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was _____ Davis Bacon or _____ State Prevailing Wage or _____ Other	
Contact Person Name, Address	
Phone & Fax Nos.	
Owner Name:	Completion Date:

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4. **Banking Information:** Bank Name: _____ Branch Location: _____
Account Name: _____

- K. Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- L. Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- M. EEO:** The undersigned represents that he has (____) he has not (____) participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has (____) he has not (____) filed all required compliance reports; and that representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

COMPLETED BY: (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

Print Name

Title

Email

Signature

Date

Telephone Number

Company Name

Address (Street; City; State; Zip)

CSLB License Number

Expiration Date

CSLB License Designation

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"HUD-5369-A"

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

ATTACHMENT B

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" is, is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) is, is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) is, is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract is, is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" is, is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

"Form of Non-Collusive Affidavit"

ATTACHMENT D

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____)

ss.

County of _____)

_____ ,
being first sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly, sought-by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Riverside or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Bidder is:

A Corporation

A Partnership

An Individual

Signature of Bidder

Printed Name _____

Printed Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____

My commission expires _____.

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

“Contractor Designation Form”

ATTACHMENT E

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

**CONTRACTOR DESIGNATION FORM (ATTACHMENT E)
THIS TWO (2) PAGE FORM *MUST* BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR**

(1) General/Prime _____ Sub-contractor¹ _____ (This 2-page Form must be completed by each General and Sub-Contractor.)

(2) IF NO SUBCONTRACTORS WILL BE UTILIZED, PLEASE CHECK THE FOLLOWING BOX No Initials _____
"NO SUBCONTRACTORS - PRIME CONTRACTOR INTENDS TO PERFORM ALL WORK DETAILED IN THIS IFB"

(3) Name of Firm: _____ Telephone: _____ Fax: _____

(4) Street Address, City, State, Zip: _____

(5) Please attached a brief biography/resume of the company, including the following information:
(a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(6) Identify Principals/Partners in Firm (submit under Tab No. 7 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(7) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 7 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(8) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian Public-Held Government Non-Profit
 American (Male) Corporation Agency Organization
 _____% _____% _____% _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* African American **Native American Hispanic American Asian/Pacific American Hasidic Jew Asian/Indian American
 _____% _____% _____% _____% _____% _____% _____%

Woman-Owned (MBE) Woman-Owned (Caucasian) Disabled Veteran Other (Specify):
 _____% _____% _____% _____%

WMBE Certification Number: _____
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

Certified by (Agency): _____

(9) Federal Tax ID No.: _____ (10) County of Riverside Business License No.: _____

(11) Contractor's State Licensing Board No.: _____ D.I.R. Registration No.: _____

Portion (Type) of Work: _____

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

**CONTRACTOR DESIGNATION FORM – (ATTACHMENT E) - CONTINUED
THIS FORM MUST BE COMPLETED BY EACH GENERAL AND SUB-CONTRACTOR**

(This Form must be fully completed and placed under Tab No. 5 of the "hard copy" tabbed bid submittal.)

(12) Has your firm or any member of your firm been a part to litigation with a public entity?
 Yes No Initials _____
 If yes, when, with who and state the circumstances and any resolution.

(13) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?
 Yes No Initials _____
 If yes, when, with who and state the circumstances and any resolution.

(14) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?
 Yes No Initials _____
 If yes, when, with who and state the circumstances and any resolution.

(15) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?
 Yes No Initials _____
 If yes, when, with who and state the circumstances and any resolution.

(16) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?
 Yes No Initials _____
 If yes, when and state the circumstances and any resolution of the lawsuit.

(17) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?
 Yes No Initials _____
 If yes, when and state the circumstances and any resolution of the matter.

(18) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a contractor/bidder/vendor of any government sponsored or publicly assisted project?
 Yes No Initials _____
 If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(19) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR? Yes No Initials _____
 If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(20) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the HACR or any person interested in the proposed contract; and that all statements in said bid are true.
 Yes No Initials _____

(21) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HACR discovers that any information entered herein is false, that shall entitle the HACR to not consider nor make award or to cancel any award with the undersigned party.
 Yes No Initials _____

Signature _____ Date _____ Printed Name & Title _____ Company _____

¹ In compliance with Sections 4100-4114 of the Public Contract Code, the undersigned submits the following complete list of each Subcontractor who will perform work or labor or render service in or about the construction/installation in an amount in excess of 1/2 of 1% of said total bid, and the portion of the work to be performed by that subcontractor.

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

“Equal Employment Opportunity Certification Form”

ATTACHMENT F

(behind this page)

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

"Section 3 Requirements"

ATTACHMENT G

(behind this page)

ATTACHMENT H

**HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE**

SECTION 3

24 CFR PART 135

**ECONOMIC OPPORTUNITIES FOR
LOW-AND VERY LOW-INCOME PERSONS**

CONTRACT REQUIREMENTS

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
 CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
 IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Effective 03/28/2016
 Persons in Household

	1	2	3	4	5	6	7	8
Low Income	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500
Very Low Income	\$22,400	\$25,600	\$28,800	\$31,950	\$34,550	\$37,100	\$39,650	\$42,200

A new hire is qualified as a Section 3 resident if he/she resides in Riverside or San Bernardino County and his/her total family income is less than the family income shown above for his/her household size.

Corporate Seal

_____	_____
Authorizing Name and Signature	Notary
_____	My term expires: _____
Title	
_____	_____
Signature	Date
	Printed Name

SECTION 3 BUSINESS PREFERENCE

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

I. Section 135.1 Purpose

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement

A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of Section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

C. **CONTRACTS**

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent to of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

D. **SAFE HARBOR AND COMPLIANCE DETERMINATIONS**

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

III. **SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.

- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
 - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
 - (ii) Participants in HUD Youth build programs (category 2 residents).
 - (iii) Where the Section 3 project is assisted under the Stewart B. McKinney NSP3less Assistance Act (42 U.S.C. 11301 et seq.), NSP3less persons residing in the Riverside or San Bernardino County shall be given the highest priority;

B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

IV SECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
- (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- (iii) Other Section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

SECTION 135.38 Section 3 Clause.

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

- 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 of 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 actions, 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 35 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.*
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).*

VI. SECTION 135.40 Providing Other Economic Opportunities

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3 residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.
- C. Other business related economic opportunities:
 - (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-

enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.

- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
- (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
 - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VII. SECTION 135.5 Definitions.

As used in this part:

Applicant means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contract. See the definition of "Section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Department or HUD means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

Employment opportunities generated by Section 3 covered assistance means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youth build Programs means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for NSP3less individuals and members of low and very low-income families.

Low income person. See the definition of "Section 3 Resident" in this section.

New hires mean full-time employees for permanent, temporary, or seasonal employment opportunities.

Public Housing resident has the meaning given this term in 24 CFR Part 963.

Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary means the Secretary of Housing and Urban Development.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

Section 3 Clause means the contract provisions set forth in Sec. 135.38.

Section 3 covered activity means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement):
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:
 - (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
 - (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low income person. See the definition of "Section 3 resident" in this section.

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HACR has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

“HACR Sample Contract”

ATTACHMENT H

(behind this page)

**INVITATION FOR BIDS (IFB) NO. 2017-001
LANDSCAPE MAINTENANCE SERVICE FOR EIGHT (8) PUBLIC HOUSING SITES IN EASTERN
RIVERSIDE COUNTY**

“HUD Form 5370 C1 and C2”

ATTACHMENT I

(behind this page)