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



ITEM: 10.1 (ID # 15058)

MEETING DATE: Tuesday, July 20, 2021

FROM: HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve and Accept the Lowest Cost Quote and Award the Contract for Security Guard Services at Three (3) Project Roomkey Sites to Alltech Industries, Inc., and Ratify and Approve the Professional Services Agreement between the Housing Authority of the County of Riverside and Alltech Industries, Inc.; All Districts. [\$750,000 – 100% U.S. Department of Housing and Urban Development]

RECOMMENDED MOTION: That the Board of Commissioners:

- 1. Ratify and approve the attached Professional Services Agreement (Agreement) for Security Guard Service for Project Roomkey Sites by and between the Housing Authority of the County of Riverside (Authority) and Alltech Industries, Inc. (Contractor) to implement a security guard service for all three Project Roomkey (PRK) sites within the County of Riverside during the period July 1st, 2021 through June 30th, 2022, with the option by the Authority to extend the term an additional twenty-four (24) months;
- 2. Approve the lowest cost quote, submitted by Alltech Industries Inc., a California corporation (Contractor), as the lowest responsible and responsive quoter in the amount of \$46,720 per month for Security Guard service at the three PRK sites in the County of Riverside;

Continued on page 2
ACTION:Policy

MINUTES OF THE BOARD OF COMMISSIONERS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

July 20, 2021

XC:

Housing Authority

Kecia Harper

Clerk of the Board

Deputy

Page 1 of 3 ID# 15058 10.1

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

RECOMMENDED MOTION: That the Board of Commissioners:

- 3. Authorize the Authority Executive Director, or designee, to execute the attached Agreement on behalf of the Housing Authority of the County of Riverside; and
- 4. Authorize the Authority Executive Director, or designee, to take all necessary steps to implement the Agreement, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, amendments that increase the amount of payment to the Contractor by the Authority, not to exceed twenty-five percent (25%) of the total approved amount, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost	
COST	\$750,000	\$0	\$750,000	\$ 0	
NET COUNTY COST	\$0	\$0	\$0	\$0	
SOURCE OF FUNDS: Emergency Services Grant 100%			Budget Adjus	Budget Adjustment: No For Fiscal Year: 2020/2021	
Emergency dervices drain 100%		For Fiscal Year			

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

Project Roomkey is a locally driven, State supported initiative, created to provide emergency housing in hotels, motels, and trailers for sick and medically vulnerable individuals experiencing homelessness in response to COVID-19. The goals of Project Roomkey are to mitigate transmission, reduce hospital surge and protect lives.

Authority is required to maintain security at its three (3) Project Roomkey (PRK) sites. Authority advertised a Quotation for Small Purchases (QSP) 2021-001 for the Security Guard Service at Three (3) Motel Sites (Sites) located throughout Riverside County, with a closing date of March 31, 2021. Eight quotes were received in response to the QSP and carefully evaluated. Alltech Industries Inc., a California corporation (Contractor), was determined to be the lowest responsible and responsive quoter.

Authority staff recommends that the Board accept the lowest cost quote submitted by Contractor as the lowest responsible and responsive quoter for the Security Guard Service. Staff also recommends that the Board award to and approve the attached proposed Professional Services Agreement (Agreement) for a total contract amount of \$560,640 with a not to exceed amount of \$750,000 to cover contingencies in overtime or additional staffing, if needed as the program and number of PRK sites may expand.

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

The proposed Agreement between Authority and Contractor is attached. County Counsel has reviewed and approved as to form.

Impact on Residents and Businesses

The provision of professional security services will ensure the safety and well-being of program participants and will provide an additional level of security for nearby residents and businesses.

Additional Fiscal Information

The funding is provided by the federally funded Emergency Services Grant funding provided by the U.S. Department of Housing and Urban Development.

Contract History and Price Reasonableness

Authority advertised a Quotation for Small Purchases (QSP) No. 2021-001 for the Security Guard Service at three (3) Project Room Key sites with a closing date of March 31, 2021. Eight (8) Quotes were received and evaluated. Alltech Industries Inc., was the lowest cost quoter that responded to the solicitation. The cost proposed by them at \$46,720 per month compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable.

ATTACHMENTS:

Professional Services Agreement

Gregory V. Priamos, Director County Counsel

7/7/2021

PROFESSIONAL SERVICES AGREEMENT

For

Security Guard Service for Project Roomkey Sites

By and Between

The Housing Authority of the County of Riverside

And

Alltech Industries, Inc.



WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

THIS PROFESSIONAL SERVICES AGREEMENT FOR SECURITY GUARD SERVICE ("Agreement"), is made and entered into this _____ day of July, 2021 by and between ALLTECH INDUSTRIES, INC. a California corporation ("CONTRACTOR"), and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic ("HACR"). The parties agree as follows:

1. Description of Services

CONTRACTOR shall provide HACR'S Project Roomkey, (PRK) with security guard services as outlined and specified in the Scope of Service, attached hereto as Exhibit "A" and incorporated herein by this reference.

- 1.1 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to fully and adequately perform under this Agreement, and HACR relies upon this representation. CONTRACTOR shall perform to the satisfaction of HACR, and CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to HACR that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.
- 1.2 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and CONTRACTOR agrees it can properly perform this work at the fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide products that are not set forth in this Agreement, unless by prior written request of HACR.
- 1.3 Acceptance by HACR of CONTRACTOR'S performance under this Agreement does not operate as a release of CONTRACTOR'S responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall commence upon signature of both parties of this Agreement and shall continue until the funds are expended or until June 30th, 2022, whichever occurs first, unless earlier terminated pursuant to Paragraph 5 below.

3. Compensation

3.1 HACR shall pay CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the Scope of Service attached hereto as Exhibit "A", the Security Guard Services. Maximum payment by HACR to CONTRACTOR for the services provided herein shall be FIVE HUNDRED SIXTY THOUSAND SIX HUNDRED AND FORTY DOLLARS (\$560,640) per year, ("Contracted Amount") and in any case, shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000).

HACR shall not be responsible for any fees or costs incurred above or beyond the aforementioned Contracted Amount and HACR shall have no obligation to purchase any specified amount of services or products, unless agreed to in writing, pursuant to Paragraph 4 below. CONTRACTOR shall not be entitled to any additional fees for any of the Services other than those set forth below.

No compensation shall be allowed for administrative, overhead, insurance, word processing (normal or overflow secretarial time or overtime, or computer time or service) and related expenses.

3.2 The maximum amounts payable to the CONTRACTOR pursuant to this Agreement shall be as follows:

Travelodge 2625 W Florida Avenue Hemet, CA, 92545 Cost per Month: \$15,573.60

Musicland 1342 S Palm Canyon Drive Palm Springs, CA 92264
Cost per Month: \$15,573.60

Days Inn 10545 Magnolia Avenue Riverside, CA 92505 Cost per Month: \$15,573.60

Total cost of all sites: \$46,720.80 per month

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to HACR by CONTRACTOR. HACR shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by HACR. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Housing Authority of the County of Riverside 5555 Arlington Avenue, Riverside, CA 92504

ATTN: Marcus Dillard (951) 343-5410

- **a)** The CONTRACTOR shall submit a monthly invoice for providing the service along with appropriate documentation of any other expenditures, if applicable (receipts, copies of checks issued, timecards, travel expense, etc.); remittance address; and an invoice total.
- **b)** The invoice must be submitted within five (5) working days of the end of the reporting period. Expenditures may not be reimbursed if all documentation is not received in a timely manner.
- c) If the eligibility of expenditures cannot be determined because CONTRACTOR'S records or documentation are nonexistent or inadequate, according to generally accepted accounting practices, the questionable costs shall be disallowed by HACR.
- **3.4** HACR'S obligation for payment of this Agreement beyond June 30th, 2022 is contingent upon and limited by the availability of funding from which payment can be

made. No legal liability on the part of HACR shall arise for payment beyond June 30th, 2022 unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, HACR shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated and have no further force and effect.

- 3.5 CONTRACTOR acknowledges and agrees that this Agreement and the provision of services hereunder is nonexclusive and that the HACR may enter into similar agreements with other entities for the provision of similar services.
- 3.6 The CONTRACTOR agrees that if, during the period of performance, HACR determines that the total Contracted Amount will not be expended, HACR, in its sole and absolute discretion, reserves the right to reduce the Contracted Amount, as determined by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance with the terms outlined below in Paragraph 4 and/or Paragraph 5.

4. <u>Alteration or Changes to the Agreement</u>

- **4.1** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONTRACTOR without a written amendment to this Agreement.
- **4.2** CONTRACTOR understands that HACR'S Contracting Officer or HACR'S Executive Director are the only authorized HACR representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.
- **4.3** HACR, in its sole and absolute discretion, may choose to amend the Agreement to extend the term for a period of up to twenty-four (24) months by delivering, in writing, to CONTRACTOR, a notice of amendment describing the terms of the extension.
 - 4.4 Any claim by the CONTRACTOR for additional payment related to this

Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the Scope of Service, which results in additional and unanticipated cost to the CONTRACTOR. If the Contracting Officer decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this Paragraph 4 shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change in the Scope of Service.

5. Termination

- 5.1 HACR may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time. Such termination may be for HACR'S convenience or because of CONTRACTOR'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONTRACTOR to timely perform services pursuant to this Agreement, including, but not limited to the Scope of Service attached hereto as Exhibit "A" and the Services.
- 5.2 <u>Discontinuance of Services.</u> Upon Termination, CONTRACTOR shall, unless otherwise directed by the notice, discontinue all services and deliver to HACR all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress.
- 5.3 Effect of Termination for Convenience. If the termination is to be for the convenience of HACR, then HACR shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. CONTRACTOR shall provide documentation deemed adequate by HACR to show the services actually completed by CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by CONTRACTOR of the written notice of termination.
- **5.4** <u>Effect of Termination for Cause.</u> If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be

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compensated for those services which have been completed in accordance with this Agreement and accepted by HACR. In such case, HACR may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to HACR for any reasonable additional costs incurred by HACR to revise work for which HACR has compensated CONTRACTOR under this Agreement, but which the HACR has determined in its sole discretion needs to be revised in part or whole to complete the project. Prior to discontinuance of services, HACR may arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately fulfill its requirements under this Agreement. In its sole discretion, HACR may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the parties, shall become binding on CONTRACTOR and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the notice of termination was mailed to CONTRACTOR. Termination of this Agreement for cause may be considered by HACR in determining whether to enter into future agreements with CONTRACTOR.

- 5.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify HACR immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for the Central Contractor Registry (CCR), Federal Agency

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 Registration (FedReg), Online Representations and Certifications Application, (ORCA) and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR, FedReg, ORCA, and EPLS.

5.7 The rights and remedies of HACR provided in this Paragraph 5 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by HACR pursuant to this Agreement shall be the sole property of HACR. The material, reports or products may be used by the HACR for any purpose that HACR deems to be appropriate, including, but not limit to, duplication and/or distribution within HACR or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of HACR.

7. Conduct of Contractor

7.1 CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. CONTRACTOR agrees to inform HACR of all CONTRACTOR'S interests, if any, which are or may be perceived as incompatible with HACR'S interests.

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

- 7.3 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACR employees.
- 7.4 CONTRACTOR agrees to submit to HACR, prior to release, copies of any proposed publicity pertaining to this Agreement. HACR reserves the right to modify or withdraw said publicity, in its sole and absolute discretion.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies, and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by HACR or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to HACR representative(s) to permit him/her to determine CONTRACTOR'S conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, HACR shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to HACR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, HACR shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. HACR may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by HACR because of CONTRACTOR'S failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit a HACR representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. <u>Independent Contractor/Employment Eligibility</u>

- 9.1 CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of HACR. It is expressly understood and agreed that CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which HACR employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties, and CONTRACTOR shall hold HACR harmless from any and all claims that may be made against HACR based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of HACR merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be

 hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10. Subcontract for Work or Services

No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of HACR, but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. <u>Disputes</u>

- 11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the Contracting Officer who shall furnish the decision in writing. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation.

12. <u>Licensing and Permits</u>

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to HACR. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Reserved

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other

15. Records and Documents

applicable laws or regulations.

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR'S costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this

 Agreement and be available for audit by HACR. CONTRACTOR shall provide to HACR reports and information related to this Agreement as requested by HACR.

16. Confidentiality

- of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; HACR information or data which is not subject to public disclosure; HACR operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- 16.2 CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly transmit to HACR all third-party requests for disclosure of such information. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by HACR, any such information to anyone other than HACR. For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date of birth, social security number, symbol, identifying number, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Executive Director or designee, shall administer this Agreement on behalf of HACR and is authorized to take any and all actions on behalf of HACR as set forth herein

and to terminate services in accordance with Paragraph 5 of this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by HACR, the Executive Director, or designee, is authorized to act unless this Agreement specifically provides otherwise.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below, or at such other address provided by a party in writing, and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

HACR

Housing Authority of the County of Riverside 5555 Arlington Avenue Riverside, CA 92504 Attention: Deputy Director

CONTRACTOR

Alltech Industries, Inc. 301 E. Pomona Blvd. Monterey Park, CA 91755 Attention: Hilda Perez

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the subject party provides written notice to the other party no later than five (5) days after the commencement of such force majeure event.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, HACR may be required to submit a Report of Independent Contractor(s) form

1 **DE 542** to the Employment Development Department ("EDD"). CONTRACTOR agrees 2 3 4 5 6 7 8 9 10 11 12 13

to furnish the required data and certifications to the HACR within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONTRACTOR to timely submit the data and/or certificates required may result in the contract being award to another CONTRACTOR. In the event a contract has been issued, failure of CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

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21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively, "Indemnified Parties") from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Housing Authority of the County of Riverside, the County of Riverside, its respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of

 Supervisors, Board of Commissioners, elected and appointed officials, employees, agents and representatives in any such action or claim.

- 21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification of HACR and the Indemnified Parties.
- **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when CONTRACTOR has provided to HACR the appropriate form of dismissal (or similar document) relieving HACR from any liability for the action or claim involved.
- 21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless HACR and Indemnified Parties.
- 21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying HACR to the fullest extent allowed by law. The indemnification and hold harmless obligations set forth in this Paragraph 21 shall survive the termination and expiration of this Agreement.

22. Insurance

Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold HACR harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, HACR herein refers to the Housing Authority of the County of Riverside, the County of Riverside, its respective Agencies, Districts, Special Districts, and Departments, their respective directors,

officers, Board of Supervisors, Board of Commissioners, employees, volunteers, elected or appointed officials, agents or representatives as Additional Insureds.

A. 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 HACR.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name HACR as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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 agreement or be no less

than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

D. Professional Liability:

If required, CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either:

- 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
- 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or,
- 3) Demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's 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.

2) The CONTRACTOR shall 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 Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to HACR, 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 Agreement with HACR, or 2) Procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish HACR 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's 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 HACR 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 Agreement shall terminate forthwith, unless the HACR 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 HACR has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, review original of the policies of insurance including all endorsements and any and all other attachments as required in this Section. 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. Upon HACR'S request, CONTRACTOR shall make available for inspection by County's Risk Manager, at a mutually agreeable location, copies of CONTRACTOR'S insurance policies.

- 4) It is understood and agreed to by the parties hereto and the insurance company(s) that the CONTRACTOR'S insurance shall be construed as primary insurance, and the HACR'S insurance and/or deductible and/or self-insured retentions' or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the Scope of Service or, there is a material change in the equipment to be used in the performance of the Scope of Service or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; HACR reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to HACR.
- 8) CONTRACTOR agrees to notify HACR 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 Agreement.

23. General

- **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of HACR.
- 23.2 Any waiver by HACR of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of HACR to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or estopping HACR from enforcement of the terms of this Agreement.
- 23.3 In the event CONTRACTOR receives payment under this Agreement which is later disallowed by HACR for nonconformance with the terms of the Agreement, CONTRACTOR shall promptly refund the disallowed amount to HACR on request; or at its option, HACR may offset the amount disallowed from any payment due to CONTRACTOR.
- **23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.
- 23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to HACR pursuant to this Agreement, free from all liens, claims, or encumbrances.

- 23.6 Nothing in this Agreement shall prohibit HACR from acquiring the same type or equivalent equipment, products, materials, or services from other sources, when deemed by HACR to be in its best interest. HACR reserves the right to purchase more or less than the quantities specified in this Agreement.
- 23.7 HACR agrees to cooperate with CONTRACTOR in the CONTRACTOR'S performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to HACR data, information, and personnel.
- 23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR shall comply with all applicable HACR policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.
- 23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.
- **23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

24. Reserved

25. Nonliability of HACR Officials and HACR Employees

No member, official employee, consultant or volunteer of HACR shall be personally liable to CONTRACTOR, or any successor in interest, in the event of any default or breach by HACR for any amount which may become due to CONTRACTOR or to its successor, or on any obligation under the terms of this Agreement.

26. No Third Party Beneficiaries

The parties intend that no rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

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27. **Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signatures on Next Page]

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1	IN WITNESS WHEREOF, the parties hereto have caused their duly authorized		
2	representatives to execute this Agreement	as of the dates set forth below:	
3			
4	HACR:	CONTRACTOR:	
5	Housing Authority of the County of Riverside, a public entity, corporate and	Alltech Industries, Inc., a California corporation	
6	politic		
7	aline la	D. II	
8	By: Heidi Marshall	By: Hilda Perez,	
9	Director	President	
10		10, 2021	
11	Dated: 8 20 2021	Dated:	
12			
13			
4	APPROVED AS TO FORM:		
5	Gregory P. Priamos County Counsel		
16			
7			
8	- An		
9	By: Amrit P. Dhillon,		
20	Deputy County Counsel		
21			
22			
23	Dated:		
25			
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EXHIBIT A

SCOPE OF SERVICE

Alltech Industries, Inc., a California corporation ("CONTRACTOR") shall provide the following services to the Housing Authority of the County of Riverside ("HACR") as required in that certain Professional Services Agreement for Security Guard Services, ("Agreement").

CONTRACTOR shall provide HACR Project Roomkey (PRK) Sites with a standard security guard service, including but not limited to the following:

- a. Security guard (one per site) shall patrol the Sites on a twenty-four (24) hour, seven (7) day a week, rain-or-shine schedule.
- b. Security guards are to immediately report all suspicious activity and contact the appropriate agency in situations where the resident's safety is compromised, or criminal activity is evident.
- c. Security guard assigned to perform work under the contract shall wear uniforms at all time. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California State requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias, or logos.
- d. CONTRACTOR shall provide adequate supervision using industry best practices.
- e. Security guard shall document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.
- f. Security guard shall report any action taken regarding any County ordinance, or applicable city municipal code, rule enforcement or emergency, in writing to the designated HACR staff.
- g. All tools, materials, and equipment shall be provided by the CONTRACTOR and must meet all local applicable health and safety requirements. All equipment shall be kept in good repair and shall conform to all federal, state, and local requirements.
- Security officer shall be equipped with portable communication devices permitting 24hour communication with company headquarters and/or with appropriate law enforcement agencies and other designated contacts.
- All CONTRACTOR'S guards must be fully licensed and insured as required by applicable law or regulation.

EXHIBIT B CONTRACTOR'S FORM OF QUOTE (behind this page)

 $Updated\ 08/2010$



Date: 3/05/2021

Project Description: Security Guard Service for Public Housing & Shelters

Location: Numerous Sites Throughout Riverside County

FORM OF QUOTE

Each Quoter shall submit his/her quote on this form only, which shall be completed, executed and returned to RCHC as detailed herein. All fields below are **required**.

*Contract will be awarded to the lowest responsive and responsible Quoter, and the most advantageous to RCHC, in its sole and absolute discretion.

The undersigned Quoter hereby quotes the above amounts to complete the required work (print clearly and legibly!). Further, by submitting this quote, the undersigned Quoter agrees to abide by all terms and conditions pertaining to this QSP as issued by RCHC, in hard copy, including an agreement to execute the Sample Contract form or any other form substantially approved as to form and substance by RCHC.

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

Hilda Perez	President	hilda.perez.19@gmail.com	
Print Name	Title	Email	
	March 30, 2021	(323)450-2168	
Signature	Date	Telephone Number	
V			
Alltech Industries, Inc.	301 East Pomona Bly	d., Suite B, Monterey Park, CA 91755	
Company Name	Address (Street City State Zip)		
PPO 16674	July 31, 2022	Oscar Gamez	
BSIS License Number	Expiration Date	Qualified Manager's Name	

***** CONTINUED ON NEXT 3 PAGES *****

RCHC Public Housing Sites

TT'1 1 D

RIVERSIDE COMMUNITY HOUSING CORP (RCHC)



Date: 3/05/2021

Project Description: Security Guard Service for Public Housing & Shelters

Location: Numerous Sites Throughout Riverside County

#	Address:	Units:	Price Quote:
1	El Dorado Apts. 4675 Jackson St. Riverside, CA 92503	68	\$15,573.60
2	Rubidoux Village Townhomes 5571- 5597 34th St. Rubidoux, CA 92509	28	\$15,573.60
3	Gloria Crossing Apts. 13816, 13836 Perris Bl. & 25011-25128 Gloria St. Moreno Valley, CA 92553	34	\$15,573.60
4	Dracaea Townhomes 24340-24366 Dracaea Moreno Valley, CA 92553	26	\$15,573.60
5	Broadway Manor Townhomes 16366-16448 Broadway St. Lake Elsinore, CA 92530	28	\$15,573.60
6	Fairview Lake Townhomes 33051-33091 Fairview St. Lake Elsinore, CA 92530	16	\$15,573.60
7	Midway Capri Apts. 102-142 Midway St. Perris, CA 92570	40	\$15,573.60
8	Idyllwild Place 475-479 Idyllwild St. San Jacinto, CA 92583	14	\$15,573.60
9	Sherman Apts. 22211-22245 Sherman Ave. Moreno Valley, CA 92553	4	\$15,573.60
10	Fort Drive Apts. 3974-3998 Fort Dr. Rubidoux, CA 92509	9	\$15,573.60
11	Highland Apts. 372 Highland Ave. Highland, CA 92507	4	\$15,573.60



Date: 3/05/2021

Project Description: Security Guard Service for Public Housing & Shelters Location: Numerous Sites Throughout Riverside County

12	Beaumont Grove Apts. 478 and 486 Maple St. & 717-837 E. 5th St. Beaumont, CA 92223	12	\$15,573.60
13	Banning Townhomes 975 Williams St. Banning, CA 92220	14	\$15,573.60
14	Calle De Carlos I & II 3989 & 3721 Calle De Carlos St. Palm Springs, CA 92264	8	\$15,573.60
15	Racquet Club Apts. 2383 Racquet Club Dr. Palm Springs, CA 92262	9	\$15,573.60
16	Dr. Clair S. Johnson Apartments 91-400 Seventh Street Mecca, CA 92254	40	\$15,573.60
17	Aladdin Villas 45-909 Aladdin Street Indio, CA 92201	20	\$15,573.60
18	Quinto Del Sol Apartments 13580 – 13604 Don English Way Desert Hot Springs, CA 92240	42	\$15,573.60
19	Corregidor Manor Apartments 34-355 Corregidor Drive Cathedral City, CA 92234	14	\$15,573.60
20	Thermal I Apartments 87015 – 87045 Church St. & 56640 – 56690 Polk St. Thermal, CA 92274	28	\$15,573.60
21	Thermal II Apartments 56690 – 56720 Polk St. Thermal, CA 92274	25	\$15,573.60

Total Price:

\$327,045.60



Date: 3/05/2021

Project Description: Security Guard Service for Public Housing & Shelters

Location: Numerous Sites Throughout Riverside County

	MOTELS – Operation RoomKey		
#	Address:	Units:	Price Quote:
1	Travelodge Motel 2625 W Florida Ave. Hemet, CA, 92545	39*	\$15,573.60
2	Quality Inn 1983 Palm Canyon Drive Palm Springs, CA 92262	17*	\$15,573.60
3	Days Inn 10545 Magnolia Ave Riverside, CA 92505	34*	\$15,573.60

^{*}These numbers will fluctuate dependent upon funding.

Total Price:

\$46,720.80