



**HWS** HOUSING AND  
WORKFORCE  
SOLUTIONS  
ENGAGE. ENCOURAGE. EQUIP.

**REQUEST FOR PROPOSALS (RFP)**  
**FOR THE**  
**HOME ENHANCEMENT PROGRAM'S**  
**INSPECTION SERVICE**

**RFP NO. 2024-001**

**County of Riverside**  
**Department of Housing and Workforce Solutions (HWS)**  
**3403 Tenth Street Suite 300**

## Riverside, CA 92501

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## **INTRODUCTION**

The County of Riverside's Department of Housing and Workforce Solutions ("County" or "HWS") is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

### **WHAT IS THE HOME ENHANCEMENT PROGRAM?**

Housing and Workforce Solutions of Riverside County wishes to assist low-income homeowners with minor exterior improvements to their homes. The Home Enhancement Program (HEP) will provide up to \$50,000 in improvements including exterior painting, roof and window repairs, and health and safety improvements to income-qualified homeowners.

HEP is part of a strategy to start rehabilitating and assisting homeowners and revitalizing neighborhoods. Numerous Riverside County residents must suffer through harsh weather conditions due to structural deterioration of their homes that they aren't able to be addressed due to financial limitations.

County staff is seeking qualified consultants or companies to handle all components of the HEP Inspection Service.

Therefore, the County is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance, and ability to conduct home inspections throughout Riverside County.

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

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**RFP INFORMATION AT A GLANCE**

[Table No. 1]

HWS CONTACT PERSON:	George Eliseo Email: <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> Phone: (951) 955-6405
HOW TO OBTAIN THE RFP DOCUMENTS:	Online at: <a href="http://www.harivco.org">www.harivco.org</a> and/or <a href="http://www.missionreproplanroom.com">www.missionreproplanroom.com</a> Or via e-mail from the person listed above.
PRE-PROPOSAL CONFERENCE:  (Conference attendance is <u>NOT</u> mandatory to submit a proposal)	<b>Monday, February 26th, 2024 at 10:30 AM.</b>  (Via Zoom. Link will be emailed to Proposers)
DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS: (RFIs), <u>INCLUDING ANY MODIFICATIONS TO CONTRACT LANGUAGE OR SCOPE OF WORK:</u>	<b>Wednesday, February 28th, 2024 at 5:00 PM.</b>
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:	Per instructions within Section 4.0 of this RFP document, submit 3 copies of your tabbed, bound, hard copy proposal to the County by the due date.
PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:	<b>Monday, March 4th, 2024 at 5:00 PM.</b> Housing and Workforce Solutions 3403 Tenth St. Ste 300 Riverside, CA 92501 (Proposals shall be delivered to HWS, on the 3rd Floor of the Riverside Centre building. Attn: Susana Orozco)
<b>NOTE: HWS reserves the right to deviate from this timeline and/or modify the Scope of Service at any time!</b>	<b>Notices of any such decisions or modifications will be located at: <a href="http://www.harivco.org">www.harivco.org</a></b>

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**1.0 COUNTY'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive or Terminate the RFP.** The County reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the County to be in its best interests.
- 1.2 Right Not to Award.** The County reserves the right not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** The County reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** The County reserves the right to determine the days, hours and locations that the successful proposer shall provide services called for in this RFP.
- 1.5 Right to Determine Financial Responsibility and Viability.** The County reserves the right to require of proposer, information regarding financial responsibility and viability or such other information as the County determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6 Right to Retain Written Proposals.** The County reserves the right to retain all written proposals submitted to County by all proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The County may permit the withdrawal of proposals if requested in writing by the proposer and such request is approved in writing by the County Contracting Officer (CO) in his sole and absolute discretion.
- 1.7 Right to Negotiate Fees.** The County reserves the right to negotiate the fees proposed by the proposer entity.
- 1.8 Right to Reject Any Proposal.** The County reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.9 No Obligation to Compensate.** The County shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10 Right to Prohibit.** The County shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [www.harivco.org](http://www.harivco.org) Internet System ("System") and downloading this document, each proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System, and further agrees that they will inform the CO in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the County that they feel needs to be addressed. Failure to abide by this time frame shall relieve the County, but not the proposer, of any responsibility pertaining to such issue.
- 1.11 Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act.

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**2.0 GENERAL INFORMATION:**

The County is seeking proposals from qualified and licensed entities to conduct the Home Enhancement Inspections throughout the County of Riverside.

- 2.1 Background:** The Home Enhancement Program (HEP) requires an inspection service that will make site visits and conduct needed exterior inspections of client's single-family homes.
- 2.2 Experience:** Inspectors should be trained and experienced in conducting thorough inspections of single-family homes and knowledgeable in residential construction techniques and estimating.
- 2.3 Submittal Deadline:** The County must receive proposals by **5:00 PM, February 2nd, 2024**. Proposals may be submitted by mail or hand delivered to: **HWS - County of Riverside, 3403 Tenth Street, Ste 300 Riverside, CA 92501**. County will date and time stamp all proposals upon receipt. Proposals submitted after the deadline indicated above will not be accepted. Delays in mail service or other methods of delivery will not excuse a late proposal delivery.
- 2.4 Non-Exclusivity:** The County is free to choose one or more successful proposer(s) to provide these services.
- 2.5 Federal Funding Clause:** This Program will be funded in part with Community Development Block Grant (CDBG) funds, and HOME Investment Partnerships Program (HOME) funds, and subject to certain Federal requirements including the *Uniform Administrative Requirements, [Cost Principles and Audit Requirements for Federal Awards \(2 CFR Part 200\)](#)*. Information pertaining to the Federal requirements is on file with the County of Riverside.
- 2.6 County Responsibility:** County shall make all reasonable efforts to cooperate with the successful proposer. County will provide the successful proposer access to non-privileged and/or non-confidential data necessary for the successful proposer to carry out their responsibilities under this RFP and resulting contract. To the extent the Executive Director or designee of County determines is necessary, will be responsible for providing or causing to be provided, information and completing or causing to be completed, tasks requested by the successful proposer necessary to manage the Program.
- 2.7 Contract Form:** By responding to this RFP and submitting a proposal, the proposer acknowledges and agrees that County will only execute agreements prepared by County which are substantially approved as to form and substance by County. As provided further within Section 5.0 herein, the County **WILL NOT** execute the successful proposer's contract form; the contract **WILL** be executed on the County's form only (please see Attachment E), and all specifications listed within the subject County contract will generally be the same specifications listed within this Section 2.0. Any proposer that does not feel that these listed specifications are reasonable or complete shall address such with the County in writing during the proposal conduct period (prior to the posted submittal deadline) -- once the proposal deadline has passed, revision of the specifications will not occur, (no negotiations after the deadline!).

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**3.0 SCOPE OF WORK:**

The Home Enhancement Program (HEP) Inspection Proposed Services shall consist of all the following:

**3.1 The Inspection Service:** The Home Enhancement Program (HEP) Inspection service includes, but is not limited to:

- Initial meeting at the property (project site) with a HEP representative.
- Conduct a Home Inspection and generate a complete report of services required; (Scope of Work).
- Additional subsequent visits to site to further verify or gather information, if needed.
- Prepare a written detailed Scope of Work for the specific project and submit to HEP representative.
- Take necessary photographs to illustrate existing conditions or to enhance the written Scope of Work.
- Reinspect the project site upon notice from HEP representative to ensure the Scope of Work has been completed and take necessary photographs to memorialize all completed work.
- Provide "Punch List" of non-conforming items or missing work to the HEP representative for corrective measures, if applicable.
- Provide HEP representative with final project package that includes Project Cover Page, Scope of Work, before and after photographs, and Scope of Work Certificate of Completion.

**3.2 Eligible Items:** The following items will be inspected and needed repairs must be clearly described in the Inspector's Scope of Work document and attached to the HEP approved Scope of Work form with relevant photos:

- Exterior Paint
- Carport Awnings
- Minor Roof Repairs
- Siding
- Windows
- Exterior Trim
- Front Doors
- Wood Fencing
- Hazardous Brush/Trees
- Irrigation Sprinklers
- Recommend further inspection if structural damage is noticed.

**3.3 Billing and Payment:**

Reimbursement requests must include a copy of the completed Scope off Work Packet for each project site in accordance with the Inspector's approved fee estimate. Services to be billed as follows and includes local travel cost throughout Riverside County. Work to be completed Monday-Friday during regular business hours.

- Hourly Fee. (Minimum four (4) hours per individual project)

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- For site visits, time starts upon arrival at the project site and stops upon leaving the project site.
- Document preparation time to be, "Actual Time" spent rounded up to the next half hour for billing.
- Coordination time with the HEP representative to be, "Actual Time" spent, rounded up to the next quarter hour for billing.
- Contractor Job Walks (if specifically requested by HEP representative) to be, "Actual Time" spent rounded up to the next quarter hour for billing.
- Document Copying (If required - hard copies 8 x 11 sheets) \$0.15 per sheet.
- Any other service or action not listed but specifically requested by the HEP representative to be "Actual Time" spent rounded up to the next quarter hour for billing.
- A project specific hourly quote will be provided if requested by the HEP representative for projects that fall outside the of the described the "Proposed Services" section above.
- Payment will be Net 30 from receipt of invoice.
- If accepted by HWS, Inspector shall hold Fees stated and Services offered valid for one year from the date of acceptance.

**3.4 Length of Agreement:** The anticipated duration of the agreement will be for two (2) years, with the option to extend for another one (1) year term.



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**4.0 PROPOSAL FORMAT:**

**4.1 Tabbed Proposal Submittal:** The County intends to evaluate the proposals pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the County will, as detailed within Section 4.0 below, consider factors other than just cost in making the award decision) to select the successful proposer. Therefore, so that the County can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. Each category must be separated by numbered index dividers or tabs (extending so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference. None of the proposed services may conflict with any requirement the County has published herein or has issued by addendum.

Each proposal should include sections addressing the following information in the order shown. The Consultant should be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, the Cooperating Parties to decide. Failure of the Consultant to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the proposer believes would be helpful, should be attached to the end of the proposal under TAB 11. The party submitting the materials should keep in mind the limitations on confidential information described in Section 1.11.

**TAB 1 - Proposal Submittal Checklist:**

This Form is attached hereto as Attachment A to this RFP document and incorporated herein by this reference. This one-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**TAB 2 - Form of Proposal:**

This Form is attached hereto as Attachment B to this RFP document and incorporated herein by this reference. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**TAB 3 - Profile of Proposer Firm Form:**

The Profile of Proposer Firm Form is attached hereto as Attachment C to this RFP document and incorporated herein by this reference. This 3-page Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.

**TAB 4 - Cover Letter:**

Provide a one-page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the Consultant/Company in negotiations.

**TAB 5 - Qualifications and Experience:**

1. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your

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organization, and a statement of the extent of experience/history providing the services requested by this RFP.

2. How many full-time employees (FTEs) do you plan to assign to this project if you are selected?
3. How many people in total are employed by your company? Delineate between employees and consultants.

**TAB 6 - Proposed Approach:**

This section describes your proposed approach for meeting the services required by the Cooperating Parties, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the way you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. Describe how you will fulfill the needs of the Cooperating Parties described in this RFP. Attach a project plan, if appropriate.
2. List your needs for physical space and/or equipment at the Cooperating Parties during this engagement, if any, aside from space or equipment that would be provided by the Cooperating Parties as an obvious aspect of the requested services (for example, computers to document services, etc.).
3. Identify how you will meet all other aspects of the scope of work and related requirements stated above. List any items that you cannot provide.

**TAB 7 - Customer Service:**

1. In the event of a problem, who is to be contacted within your organization?

**TAB 8 - Cost Analysis and Budget for Primary Services:**

1. Provide an itemized budget and a detailed explanation for all costs associated with your providing the requested services if you are selected.

**TAB 9 - References:**

1. List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**TAB 10 - Equal Employment Opportunity:** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.

**TAB 11 - Questionnaire Regarding Architect or Engineer:** All proposers must complete and include the attached Questionnaire, (Attachment D). This form is required by the U.S. Department of Housing and Urban Development (HUD) to collect data that is used for statistical purposes.

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If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place thereunder 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.

Unless the Proposer/Respondent is an individual or sole proprietor, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Consultant to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2 Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the County 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 proposal submittal to its original condition.
- 4.3 Proposal Submission:** All proposals must be submitted and time-stamped received in the designated County office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and three (3) exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**HWS - County of Riverside  
Attention: Susana Orozco  
3403 Tenth St, Ste. 300 Riverside, CA 92501**

The package exterior must clearly denote the following: "**RFP No. 2024-001 Home Enhancement Program Inspection Service**" and "**Sealed Proposal**" and must have the proposer's name and return address. Proposals 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.

- 4.4 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED.** Proposers 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 on any of the documents that are submitted to the County by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the County decides that any such entry has not changed the intent of the proposal that the County intended to receive, the County may accept the proposal and the proposal shall be considered by the County as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the County delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.5 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the County, including but not limited to this RFP document, the documents listed within Section 3.4, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents,

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the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents.

- 4.6 Proprietary Information:** To the extent not prohibited by applicable law, if a proposer does not desire certain proprietary information in their proposal disclosed, the proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Any proposals received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7 Proposer's Responsibilities--Contact with the County:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only! Proposers must not make inquiry or communicate with any other County staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the County to not consider a proposal submittal received from any proposer who may has not abided by this directive!
- 4.8 Addendums:** 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 addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between the County and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.
- 4.9 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby incorporated herein by this reference:

**[Table No. 2]**

Attachment	Attachment Description
<b>A</b>	Proposal Submittal Checklist
<b>B</b>	Form of Proposal
<b>C</b>	Profile of Proposer Firm Form
<b>D</b>	Questionnaire Regarding Architect or Engineer
<b>E</b>	County Sample Contract Form (Note: This contract is being given as a sample only. County reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that are in its best interests)
<b>F</b>	Additional Federal Requirements

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**5.0 PROPOSAL EVALUATION:**

**5.1 Evaluation Factors:** The following factors will be utilized by the County to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

**A. Qualifications and Experience:**

Maximum Points: 20

As indicated under Tab 5, the proposer's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

**B. Proposed Approach:**

Maximum Points: 20

As indicated under Tab 6, the proposer's proposed approach to conducting the AFFH, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

**C. Customer Service:**

Maximum Points: 10

As indicated under Tab 7, the proposer's approach to customer service and coordination with the COUNTY and the Cooperating Parties.

**D. Cost Analysis and Budget for Primary Services:**

Maximum Points: 15

As indicated under Tab 8, the proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs including the community participation processes.

**E. References:**

Maximum Points: 15

As indicated under Tab 9, a comprehensive list of the proposer's references for other public and private entities that it has provided these same or similar services.

**F. Lowest Overall Price:**

Maximum Points: 20

The proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest proposers will each receive a percentage thereafter.

**5.2 Evaluation Methods and Process:**

**A. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The County reserves the right to reject any proposals deemed by

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the County not minimally responsive (the County will notify such firms in writing of any such rejection).

- B. Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each proposer and a copy of all pertinent RFP documents.
- C. Evaluation Committee:** The County anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.6 of this document, the designated CO is the only person at the County that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- D. Evaluation:** The CO will evaluate and award points pertaining to the lowest overall price. The appointed evaluation committee, independent of the CO or any other person at the County, shall evaluate the responsive proposals submitted and award points pertaining to the listed Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- E. Potential "Competitive Range" or "Best and Finals" Negotiations:** The County reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the County in a timely manner as possible, but in any case, within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- F. Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is customarily forwarded by the CO to the Executive Director (ED) or designee for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Supervisors (BOS) at a scheduled meeting for approval, in the BOS’s sole and absolute discretion, if necessary. Contract negotiations may, at the County’s option, be conducted prior to or after the BOS approval.
- G. Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a calculated average of at least 70% of the Subjective Total Score.
- H. Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

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- I. Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of the following: (1) Which proposer received the award, (2) Where each proposer placed in the process because of the evaluation of the proposals received, (3) The cost or financial offers received from each proposer, (4) Each proposer's right to a debriefing and to protest.
- J. Proposal Protest:** Any prospective or actual proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the County pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposed buyer (i.e. registered, downloaded and received the RFP documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to County 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 the County or condition is being protested as inequitable, making, where appropriate specific reference to the RFP 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 County from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The County 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 proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer 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 RFP NO. 2024-001**  
**County of Riverside**  
**Attn: George Eliseo, Contracting Officer**  
**5555 Arlington Avenue Riverside, CA 92504**

- K. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the County evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the County evaluation committee.

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**6.0 CONTRACT AWARD:**

- 6.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing, and submitting the Form of Proposal, (Attachment B), the proposer is thereby agreeing to “abide by all terms and conditions pertaining to this RFP as issued by the County, in hard copy, including an agreement to execute the attached Sample Contract form (Attachment E).” Accordingly, the County has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the County has no power or authority to negotiate any clauses contained within any attached HUD documents.

Depending on the amount of the award, the County will forward the Contract to the County Board of Supervisors (BOS) for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected proposer.

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

- 6.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the County pursuant to this RFP:
- 6.3 Contract Form:** The County will not execute a contract on the successful proposer's form--contracts will only be executed on the County form (please see the Sample Contract Attachment E), and by submitting a proposal the successful proposer agrees to do so (please note that the County reserves the right to amend the County Sample Contract form as the County deems necessary). **Please note that the County 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 RFP.**
- 6.4 Assignment of Personnel:** The County shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the County believes that such change is in the best interest of the County and the completion of the contracted work.
- 6.5 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the County, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; as determined by the CO in his/her sole and absolute discretion.
- 6.6 Contract Period:** The County anticipates that it will initially award a contract for the period of one (1) year with the option, at the County's discretion, of one (1) additional one-year option period, for a maximum total of two (2) years or until Program funding is exhausted, whichever comes first.



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- 6.7 Licensing and Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the *successful proposer* will be required to provide the following during the term of the contract:
- 6.8 Insurance:** Without limiting or diminishing the Proposer's obligation to indemnify or hold the County harmless, Proposer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the Contract. As respects to the insurance section only, the County herein refers to 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, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 6.9 Workers' Compensation:** If the Proposer has employees as defined by the State of California, the Proposer 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 County.
- 6.10 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, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Proposer's performance of its obligations hereunder. Policy shall name the County, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Supervisors, 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 the Contract or be no less than two (2) times the occurrence limit.
- 6.11 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under the Contract, then Proposer 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 the Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- 6.12 Professional Liability:** The Successful Proposer shall maintain Professional Liability Insurance providing coverage for the successful Proposer's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Proposer'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 Contract and Proposer 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 the Contract; or 3) demonstrate through

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Certificates of Insurance that Proposer's 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.

**6.13 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 successful proposer 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 the Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Proposer's carriers shall either; 1) reduce or eliminate such self-insured retention as respects the Contract with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. proposer shall cause proposer's insurance carrier(s) to furnish the County 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 County 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, the Contract shall terminate forthwith, unless the County 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. ***Proposer shall not commence operations until the County 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 proposer's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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- e. If, during the term of the 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 the Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under the Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Proposer has become inadequate.
- f. Proposer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
- g. The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the County.
- h. Proposer agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.

**6.14 State Business License.** A copy of the proposer's license issued by the State of California licensing authority allowing the proposer to provide the services detailed herein, if such a license is required.

**6.15 Registration as a California Business Entity.** Registration with the California Secretary of State as a California Business Entity is mandatory to do business with the COUNTY. Proposers outside of California should visit the California Secretary of State website at <http://www.sos.ca.gov/> for additional registration information.

**6.16 Right to Negotiate Final Fees:** The County shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the County's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the County has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the County shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The County shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

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

**6.18 Attachments:** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

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**ATTACHMENT A**

**“Proposal Submittal Checklist”**

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

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Proposal Submittal Checklist (Attachment A)
_____	Tab 2 Form of Proposal (Attachment B)
_____	Tab 3 Profile of Proposer Firm Form (Attachment C)
_____	Tab 4 Cover Letter
_____	Tab 5 Qualifications and Experience
_____	Tab 6 Proposed Approach
_____	Tab 7 Customer Service
_____	Tab 8 Cost Analysis and Budget for Primary Services
_____	Tab 9 References
_____	Tab 10 Equal Employment Opportunity Policy
_____	Tab 11 Questionnaire Regarding Architect or Engineer (Attachment D)

**PROPOSER’S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the County discovers that any information entered herein to be false, such shall entitle the County to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the County, including an agreement to execute the County Sample Contract, attached to this RFP as Attachment E.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the County with the services described herein for the fee(s) entered herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

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**ATTACHMENT B**

**“Form Of Proposal”**

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

- A. Form:** Each proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the COUNTY with the completed Proposal.
  
- B. Entry of Proposed Fees:** Each proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Proposal" is not allowed for any item), though a “No Charge” is allowed for one or more of the Pricing Items.

**C. Pricing Items:**

**PER INSPECTION COSTS (includes all processing service fees\*):**

**Initial Inspection:** \$ \_\_\_\_\_                      **Re-Inspection (if needed):** \$ \_\_\_\_\_

**Final Inspection:** \$ \_\_\_\_\_                      **Special Inspection (if needed):** \$ \_\_\_\_\_

**No Show/Missed Inspection:** \$ \_\_\_\_\_

\*Processing service fee includes: Inspection administrative services, call center access, forms, reports, letters, inspection scheduling, inspection work, attendance at hearings, abatement coordination, and responding to queries from HACR clients. Costs of copying, stationery, and postage are also included in this fee.

- D. Quantities:** All quantities entered by the COUNTY herein and within the corresponding Pricing Items are for calculating purposes only. As may be further detailed herein, the COUNTY does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.

**Date:** \_\_\_\_\_                      **Company:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_                      **Signature:** \_\_\_\_\_

\_\_\_\_\_  
**Office Phone**                      **Mobile Phone**                      **Email Address**

**Business Address:** \_\_\_\_\_

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**ATTACHMENT C**

**“Profile Of Proposer Firm Form”**

(This Form must be fully completed and placed under Tab No.3 of the “hard copy” tabbed proposal submittal.)

(1) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(2) Street Address City State Zip: \_\_\_\_\_

(3) **Please attach a brief biography/resume of the company**, including the following information:

(a) Year Firm Established; (b) Former Name and Year Established (if applicable); (c) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(5) 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. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(6) 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-     African     \*\*Native     Hispanic     Asian/Pacific     Hasidic     Asian/Indian  
                          Owned\*                      American                      American                      American                      American                      Jew                      American  
                          \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%

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

WMBE Certification Number: \_\_\_\_\_

Certified by: (Agency): \_\_\_\_\_  
 (Note: a certification/number not required to propose – enter if available)

(7) Federal Tax ID No.: \_\_\_\_\_

(8) County of Riverside Business License No.: \_\_\_\_\_

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(9) State of California Business Entity Number (Secretary of State): \_\_\_\_\_

(10) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(11) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) 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.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(16) 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.

(17) 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.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or County of Riverside or other fees?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(20) 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.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(22) 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.

(23) 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 \_\_\_\_\_

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If yes, when and state the circumstances and any resolution of the matter.

- (24) 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 developer 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.

- (25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the COUNTY? Yes  No

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (26) 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 COUNTY or any person interested in the proposed contract; and that all statements in said bid are true.

Initials \_\_\_\_\_

- (27) 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 COUNTY discovers that any information entered herein is false, that shall entitle the COUNTY to not consider nor make award or to cancel any award with the undersigned party.

Initials \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**



**ATTACHMENT D**

**“Questionnaire Regarding Architect or Engineer”**

**(behind this page)**

<b>QUESTIONNAIRE REGARDING ARCHITECT OR ENGINEER</b>
--

(Complete this form and placed under Tab No. 11 of the “hard copy” tabbed proposal submittal.)

Because this project is Federally funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

**Name of Business:** \_\_\_\_\_

**Current Business Address:** \_\_\_\_\_

**Federal Tax ID:** \_\_\_\_\_

**State of California License No.:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**UEI Number:** \_\_\_\_\_

A minority enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more “minority-owned”. Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned                       Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-percent (50%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern                       Non-Section 3 Business concern

**The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.**

**ATTACHMENT E**

**“Sample Contract”**

**(behind this page)**

1                   **REQUESTED SERVICE [DESCRIPTION] SERVICE CONTRACT**  
2   **BY AND BETWEEN**  
3                   **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
4   **AND (CONTRACTOR'S NAME)**

5  
6                   This CONTRACT is made by and between the **Housing AUTHORITY of the County**  
7 **of Riverside**, a body corporate and politic, hereinafter referred to as the "AUTHORITY," and  
8 **(CONTRACTOR'S NAME)**, hereinafter referred to as "CONTRACTOR."

9   **RECITALS**

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

14                   **WHEREAS**, pursuant to the Health and Safety Code, AUTHORITY is  
15 authorized to make and execute contracts and other instruments necessary or convenient to  
16 exercise its powers;

17                   **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and  
18 experience to perform the duties set out herein and agrees to provide such services to  
19 AUTHORITY;

20                   **NOW THEREFORE**, in consideration of the mutual covenants contained  
21 herein, the parties hereto agree as follows:

22                   1.       **DESCRIPTION OF SERVICES**: CONTRACTOR shall furnish all labor,  
23 material and equipment as outlined and specified in **Exhibit A**, attached hereto and by this  
24 reference incorporated herein. CONTRACTOR will provide a (BRIEF DESCRIPTION OF  
25 SERVICE) for (NAME OF PROJECT).

26                   1.1.     CONTRACTOR represents and maintains that it is skilled in the  
27 professional calling necessary to perform all services, duties and obligations required by this  
28 Contract to fully and adequately complete the project. CONTRACTOR shall perform the

1 services and duties in conformance to and consistent with the standards generally recognized as  
2 being employed by professionals in the same discipline in the State of California.  
3 CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses,  
4 permits, qualifications and approvals of whatever nature are legally required to practice its  
5 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals  
6 in effect during the term of this Contract.

7 2. PERIOD OF PERFORMANCE: The term of this Contract shall commence from  
8 the date of execution of this Contract and shall be completed within **CALENDAR DAYS TO**  
9 **COMPLETE PROJECT**.

10 3. COMPENSATION/PAYMENT:

11 3.1 The AUTHORITY will compensate CONTRACTOR for all services  
12 rendered and costs incurred in accordance with the terms in Exhibit A.

13 3.2 The Total amount of compensation paid to the CONTRACTOR under this  
14 Contract shall not exceed the sum of **ACCEPTED TOTAL AMOUNT OF PROJECT**,  
15 unless a written amendment to this Contract is executed by both parties prior to performance of  
16 additional services, subject to approval by the Board of Commissioners.

17 3.3 CONTRACTOR shall invoice the AUTHORITY once services are rendered  
18 in accordance with Exhibit A attached hereto. AUTHORITY shall pay the invoice within thirty  
19 (30) working days from the date of receipt of the invoice. Authority shall not be liable for any  
20 interest or late charges in the performance of this Contract.

21 4. ADDITIONAL SERVICES: The CONTRACTOR shall not perform any  
22 additional services or incur additional expense without first receiving the express written  
23 consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

24 5. AMENDMENTS TO WORK PROGRAM: The Deputy Executive Director of  
25 AUTHORITY is authorized to approve and execute changes to the Contract to the extent such  
26 changes do not cause the total Contract to exceed \$75,000. Such changes shall be mutually  
27 agreed upon by and between the Deputy Executive Director and CONTRACTOR and shall be  
28 incorporated in written amendments to this CONTRACT.

1           6.       INDEPENDENT CONTRACTOR: AUTHORITY retains CONTRACTOR on  
2 an independent contractor basis. CONTRACTOR is not, and shall not be considered to be in  
3 any manner, an employee, agent or representative of the AUTHORITY. Personnel performing  
4 the Services under this Contract on behalf of CONTRACTOR shall at all times be under  
5 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages,  
6 salaries and other amounts due such personnel in connection with their performance of  
7 service(s) and as required by law. CONTRACTOR shall be responsible for all reports and  
8 obligations respecting such personnel, including but not limited to, social security taxes, income  
9 tax withholdings, unemployment insurance, and workers' compensation insurance.

10           7.       RESERVED.

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

24           With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
25 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and  
26 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
27 consent of AUTHORITY; provided, however, that any such adjustment, settlement or  
28 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification

1 to Indemnites as set forth herein.

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

5 The specified insurance limits required in this Contract shall in no way limit or  
6 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites  
7 herein from third party claims.

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

12 9. INSURANCE: Without limiting or diminishing the CONTRACTOR's obligation  
13 to indemnify or hold the AUTHORITY harmless, CONTRACTOR shall procure and maintain  
14 or cause to be maintained, at its sole cost and expense, the following insurance coverages during  
15 the term of this Contract. As respects to the insurance section only, the AUTHORITY herein  
16 refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
17 their respective directors, officers, Board of Supervisors, employees, elected or appointed  
18 officials, agents or representatives as Additional Insureds.

19 9.1 Workers' Compensation: If the CONTRACTOR has employees as defined  
20 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation  
21 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
22 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
23 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor  
24 of the AUTHORITY.

25 9.2 Commercial General Liability: Commercial General Liability insurance  
26 coverage, including but not limited to, premises liability, unmodified contractual liability,  
27 products and completed operations liability, personal and advertising injury, employment  
28 practices liability, and cross liability coverage, covering claims which may arise from or out of

1 CONTRACTOR's performance of its obligations hereunder. Policy shall name the  
2 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than  
3 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
4 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence  
5 limit.

6           9.3 Vehicle Liability: If vehicles or mobile equipment are used in the  
7 performance of the obligations under this Contract, then CONTRACTOR shall maintain  
8 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less  
9 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
10 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
11 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

12           9.4 Professional Liability: Contractor shall maintain Professional Liability  
13 Insurance providing coverage for the Contractor's performance of work included within this  
14 Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000  
15 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made  
16 basis rather than an occurrence basis, such insurance shall continue through the term of this  
17 Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended  
18 Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new  
19 insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or  
20 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained  
21 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2),  
22 or 3) will continue as long as the law allows.

23           9.5 General Insurance Provisions - All lines:

24           a. Any insurance carrier providing insurance coverage hereunder shall be  
25 admitted to the State of California and have an A M BEST rating of not less  
26 than A: VIII (A:8) unless such requirements are waived, in writing, by the  
27 County Risk Manager. If the County's Risk Manager waives a requirement  
28 for a particular insurer such waiver is only valid for that specific insurer and



1           only for one policy term.

2           b. The CONTRACTOR must declare its insurance self-insured retention for  
3           each coverage required herein. If any such self-insured retention exceed  
4           \$500,000 per occurrence each such retention shall have the prior written  
5           consent of the County Risk Manager before the commencement of operations  
6           under this Contract. Upon notification of self-insured retention unacceptable  
7           to the AUTHORITY, and at the election of the County's Risk Manager,  
8           CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-  
9           insured retention as respects this Contract with the AUTHORITY, or 2)  
10          procure a bond which guarantees payment of losses and related  
11          investigations, claims administration, and defense costs and expenses.

12          c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to  
13          furnish the AUTHORITY with either 1) a properly executed original  
14          Certificate(s) of Insurance and certified original copies of Endorsements  
15          effecting coverage as required herein, and 2) if requested to do so orally or in  
16          writing by the County Risk Manager, provide original Certified copies of  
17          policies including all Endorsements and all attachments thereto, showing  
18          such insurance is in full force and effect. Further, said Certificate(s) and  
19          policies of insurance shall contain the covenant of the insurance carrier(s)  
20          that thirty (30) days written notice shall be given to the AUTHORITY prior  
21          to any material modification, cancellation, expiration or reduction in  
22          coverage of such insurance. In the event of a material modification,  
23          cancellation, expiration, or reduction in coverage, this Contract shall  
24          terminate forthwith, unless the AUTHORITY receives, prior to such  
25          effective date, another properly executed original Certificate of Insurance and  
26          original copies of endorsements or certified original policies, including all  
27          endorsements and attachments thereto evidencing coverage's set forth herein  
28          and the insurance required herein is in full force and effect. **CONTRACTOR**

1                    *shall not commence operations until the AUTHORITY has been furnished*  
2                    *original Certificate (s) of Insurance and certified original copies of*  
3                    *endorsements and if requested, certified original policies of insurance*  
4                    *including all endorsements and any and all other attachments as required*  
5                    *in this Section, showing that such insurance is in full force and effect. An*  
6                    *individual authorized by the insurance carrier to do so on its behalf shall*  
7                    *sign the original endorsements for each policy and the Certificate of*  
8                    *Insurance.*

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

28                    10. GENERAL:

1           10.1 Any waiver by AUTHORITY of any breach of any one or more of the  
2 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach  
3 of the same or of any other term of this Contract. Failure on the part of AUTHORITY to  
4 require exact, full and complete compliance with any terms of this Agreement shall not be  
5 construed as in any manner changing the terms or preventing AUTHORITY from enforcement  
6 of the terms of this Contract.

7           10.2 In the event the CONTRACTOR receives payment under this Contract  
8 which is later disallowed by AUTHORITY for nonconformance with the terms of the Contract,  
9 the CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on  
10 request; or at its option the AUTHORITY may offset the amount disallowed from any payment  
11 due to the CONTRACTOR.

12           10.3 CONTRACTOR shall not provide partial delivery or shipment of  
13 services or products unless specifically stated in the Contract.

14           10.4 CONTRACTOR shall not provide any services or products subject to any  
15 chattel mortgage or under a conditional sales contract or other agreement by which an interest is  
16 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or  
17 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free  
18 from all liens, claims or encumbrances.

19           10.5 The AUTHORITY agrees to cooperate with the CONTRACTOR in the  
20 CONTRACTOR'S performance under this Contract, including, if stated in the Contract,  
21 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY  
22 data, information and personnel.

23           10.6 CONTRACTOR shall comply with all applicable Federal, State and local  
24 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies  
25 and procedures. In the event that there is a conflict between the various laws or regulations that  
26 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

27           10.7 CONTRACTOR shall comply with all air pollution control, water  
28 pollution, safety and health ordinances, statutes or regulations which apply to performance

1 under this Contract.

2           10.8    CONTRACTOR shall comply with all requirements of the Occupational  
3 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
4 Department of Labor and the State of California (Cal/OSHA).

5           10.9    This Contract shall be governed by the laws of the State of California.  
6 Any legal action related to the performance or interpretation of this Contract shall be filed only  
7 in the Superior Court of the State of California located in Riverside, California, and the parties  
8 waive any provision of law providing for a change of venue to another location.

9           11.    TERMINATION: AUTHORITY may, by written notice to CONTRACTOR,  
10 terminate this Contract in whole or in part at any time. Such termination may be for  
11 AUTHORITY's convenience or because of CONTRACTOR's failure to perform its duties and  
12 obligations under this Contract including, but not limited to, the failure of CONTRACTOR to  
13 timely perform services pursuant to this Contract.

14           11.1   Discontinuance of Services. Upon receipt of written Notice of  
15 Termination, CONTRACTOR shall discontinue all affected Services immediately, unless  
16 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,  
17 summaries, reports, and other related materials as may have been prepared or accumulated by  
18 CONTRACTOR in performance of Services, whether completed or in progress.

19           11.2   Effect of Termination for Convenience. If the termination is to be for the  
20 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for  
21 Services satisfactorily provided through the date of termination. Such payment shall include a  
22 pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on  
23 unperformed Services. CONTRACTOR shall provide documentation deemed adequate by  
24 AUTHORITY's Representative to show the Services actually completed by CONTRACTOR  
25 prior to the date of termination. This Contract shall terminate immediately upon  
26 CONTRACTOR's receipt of the written Notice of Termination.

27           11.3   Effect of Termination for Cause. If the termination is due to the failure  
28 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be

1 compensated for those Services which have been completed and accepted by the AUTHORITY.  
2 In such case, the AUTHORITY may take over the work and prosecute the same to completion  
3 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any  
4 reasonable additional costs incurred by the AUTHORITY to revise work for which the  
5 AUTHORITY has compensated CONTRACTOR under this Contract, but which the  
6 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to  
7 complete the Project. Following discontinuance of Services, the AUTHORITY may arrange for  
8 a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to  
9 adequately fulfill its requirements under this Contract. In its sole discretion, AUTHORITY's  
10 Representative may propose an adjustment to the terms and conditions of the Contract,  
11 including the contract price. Such contract adjustments, if accepted in writing by the Parties,  
12 shall become binding on CONTRACTOR and shall be performed as part of this Contract. In  
13 the event of termination for cause, unless otherwise agreed to in writing by the parties, this  
14 Contract shall terminate thirty (30) days following the date the Notice of Termination was  
15 mailed to the CONTRACTOR. Termination of this Contract for cause may be considered by  
16 the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

17           11.4 Cumulative Remedies. The rights and remedies of the parties provided in  
18 this Section are in addition to any other rights and remedies provided by law or under  
19 these Contracts.

20           12. CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall  
21 not acquire any interest, direct or indirect, which will conflict in any manner or degree with the  
22 performance of services required under this Contract.

23           13. ADMINISTRATION: The AUTHORITY Deputy Executive Director (or  
24 designee) shall administer this Contract on behalf of AUTHORITY.

25           14. ASSIGNMENT: This Contract shall not be assigned by CONTRACTOR, either  
26 in whole or in part, without prior written consent of AUTHORITY. Any assignment or  
27 purported assignment of this Contracts by CONTRACTOR without the prior written consent of  
28 AUTHORITY will be deemed void and of no force or effect.

1           15.    NONDISCRIMINATION: CONTRACTOR represents that it is an equal  
2 opportunity employer and it shall not discriminate against any employee or applicant for  
3 employment because of race, religion, color, national origin, ancestry, sex, physical condition,  
4 or age. Such non-discrimination shall include, but not be limited to, all activities related to  
5 initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff  
6 or termination.

7           16.    ALTERATION: No alteration or variation of the terms of this Contract shall be  
8 valid unless made in writing and signed by the parties hereto, and no oral understanding or  
9 agreement not incorporated herein shall be binding on any of the parties hereto.

10          17.    ELIGIBILITY: Services and benefits shall be provided by CONTRACTOR to  
11 individuals without reference to their religion, color, sex, national origin, age or physical or  
12 mental handicap.

13          18.    LICENSE AND CERTIFICATION: CONTRACTOR verifies upon execution of  
14 this Contract, possession of a current and valid license in compliance with any local, State, and  
15 Federal laws and regulations relative to the scope of services to be performed under Exhibit A,  
16 and that services(s) will be performed by properly trained and licensed staff.

17          19.    CONFIDENTIALITY: CONTRACTOR shall observe all Federal, State and  
18 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer  
19 all requests for information to AUTHORITY.

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

26          21.    MEDIATION: CONTRACTOR and AUTHORITY agree that in the event of  
27 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this  
28 Contract, regardless of the nature of the claim or dispute whether in tort, contract, or otherwise,

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

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

11       23. COUNTERPARTS: This Contract may be signed by the different parties hereto  
12 in counterparts, each of which shall be an original but all of which together shall constitute one  
13 and the same contract.

14       24. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,  
15 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all  
16 prior and contemporaneous representations, proposals, discussions and communications,  
17 whether oral or in writing and any other terms Authority may be required to acknowledge and  
18 accept when accessing the services. In the event of any conflict between this Contract and any  
19 of the Exhibits attached hereto, including but not limited to, Software Terms of Use and the End  
20 User's License Agreement, (EULA) and any proprietary software terms and conditions accessed  
21 on-line, the terms of this Contract (Master Agreement) shall prevail. This Contract may be  
22 changed or modified only by a written amendment signed by authorized representatives of both  
23 parties.

24       25. SURVIVABILITY OF TERMS: Provisions of this Contract that are not fully  
25 performed or are not capable of being fully performed as of the date of termination will survive  
26 termination of this Contract.

27       26. MISCELLANEOUS: As used in this contract, the term CONTRACTOR also  
28 includes Contractor's owners, officers, employees, representatives and agents.

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27. EXHIBITS: The Contract Documents means and includes, without limitation, all of the following which are incorporated herein by this reference and are made a part of this CONTRACT as if fully set forth herein. The Contract Documents consist of the following component parts:

- 27.1 Exhibit A: Scope of Services
- 27.2 Exhibit B: RFP No. 2015-XXX
- 27.3 Exhibit C: Form HUD-5370 CI (10/2006), General Conditions for Non-Construction Contracts, Section I – (With or without Maintenance Work) & Form HUD-5370 CII (10/2006), General Conditions for Non-Construction Contracts, Section II – (With Maintenance Work)

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

Heidi Marshall	(CONTRACTOR SIGNEE'S NAME)
Housing Authority of the	(CONTRACTOR'S NAME)
County of Riverside	(ADDRESS)
5555 Arlington Avenue	(CITY, STATE, ZIP CODE)
Riverside, California 92504-2506	

(signatures on next page)



1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized  
2 representatives to execute this Contract this \_\_\_\_ day of \_\_\_\_\_, 201X.

3  
4 Company name: \_\_\_\_\_

5  
6 By: \_\_\_\_\_

7 (CONTRACTOR'S NAME)

8  
9 Title: \_\_\_\_\_

10  
11 License #: \_\_\_\_\_

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13  
14 **Housing Authority of the County of Riverside**

15  
16 By: \_\_\_\_\_

17 Heidi Marshall, Deputy Executive Director

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**Exhibit "A"**  
**Scope of Services**  
**[LIST ALL SCOPE OF SERVICES HERE]**

**ATTACHMENT F**

**“Additional Federal Requirements”**

Whereas the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

- 1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60):** The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- 2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c:** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- 3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7:** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current

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**HOME ENHANCEMENT PROGRAM INSPECTION SERVICE**

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prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333):**

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

**6. Rights to Data and Copyrights:** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

**7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

**8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds

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that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**9. Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**10. Drug-Free Workplace Requirements:** The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

**11. Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

**12. Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**13. Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat. 871).

**14. Procurement of Recovered Materials (2 CFR 200.322.):** A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

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percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**15. Build America, Buy America (BABA) Act:** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**16. Violence Against Women Act (VAWA):** VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ('domestic violence'). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence.