



REQUEST FOR PROPOSALS (RFP)

FOR AN

ANALYSIS OF IMPEDIMENTS (AI)

TO FAIR HOUSING

RFP NO. 2018-001

**The Riverside County Economic Development Agency
Housing Division
5555 Arlington Avenue
Riverside, CA 92504**

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

TABLE OF CONTENTS

Section	Subject	Page No.
	Introduction	3
	RFP Information at a Glance	4
1.0	County's Reservation of Rights	5
2.0	General Information	6
3.0	Scope of Services	8
4.0	Proposal Format	10
5.0	Proposal Evaluation	15
6.0	Contract Award	18
Attachment A	Proposal Submittal Checklist	22
Attachment B	Form of Proposal Form	23
Attachment C	Profile of Proposer Firm Form	24
Attachment D	Reserved	27
Attachment E	Sample Contract	28
Attachment F	Additional Federal Requirements	29

INTRODUCTION

The Riverside County Economic Development Agency Housing Division (“County”) is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

The County is seeking proposals from qualified and licensed entities to conduct the U.S. Department of Housing and Urban Development (HUD) mandated Analysis of Impediments to Fair Housing (AI) for the County of Riverside. The AI shall be conducted in accordance with the necessary requirements and guidelines under Federal Regulations. The analysis will be used to evaluate, monitor, address, and resolve Fair Housing issues.

The Consultant will develop the County’s Analysis of Impediments according to Federal Regulations at 570.904 and Certification to Affirmatively Further Fair Housing at Section 91.225, assuring participation by special interest groups (low-income persons, disabled, families with children, etc.)

County staff is seeking one (1) qualified consultant or company to handle all components of the AI.

Therefore, the County is soliciting and accepting proposals from qualified, licensed and insured consultants or companies, demonstrating their qualifications, past performance and interest for this program, which would include community outreach and successful completion and submission of the AI report to HUD by the due date.

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

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

RFP INFORMATION AT A GLANCE

[Table No. 1]

COUNTY CONTACT PERSON:	Kari H'Orvath, Email: khovath@rivco.org Phone: (951) 343-5433 Fax: (951) 688-6873
HOW TO OBTAIN THE RFP DOCUMENTS:	Online at: www.harivco.org -OR- via e-mail from the person listed above.
DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS: (RFIs), <u>INCLUDING ANY MODIFICATIONS TO COUNTY CONTRACT LANGUAGE OR SCOPE OF WORK:</u>	Monday, April 2, 2018 at 5:00 PM.
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:	Monday, April 16, 2018 at 5:00 PM. 5555 Arlington Avenue Riverside, CA 92504 (Proposals shall be delivered to the Housing Authority of the County of Riverside, on the 1st Floor of its Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504. Attn: Kari H'Orvath)
NOTE: County reserves the right to deviate from this timeline and/or modify the Scope of Service at any time!	Notices of any such decisions or modifications will be located at: www.harivco.org

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

2.0 GENERAL INFORMATION:

The County is seeking proposals from qualified and licensed entities to conduct the Analysis of Impediments to Fair Housing (AI) for the County of Riverside.

2.1 Background: As the recipient of federal funding, the County is required to take steps to affirmatively further fair housing as part of the obligations it assumes when it accepts these funds. As part of these efforts, the County must complete a comprehensive AI to fair housing.

The Purpose of the AI is to:

- Serve as the substantive, logical basis of Fair Housing Planning.

- Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates.

An AI involves:

- A comprehensive review of the jurisdiction's laws, regulations, and administrative policies, procedures, and practices;

- An assessment of how those laws, etc. affect the location, availability, and accessibility of housing, services, commercial and retail development; and

- An assessment of conditions, both public and private, affecting fair housing choice in areas of low and high opportunity.

Impediments to Fair Housing choice are:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.

- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

2.2 Start Date and Completion Date:

The target start date and term for the proposed services is May 1, 2018 through May 30, 2019, subject to negotiation of a final agreement. In any case the AI must be submitted to HUD prior to May 15, 2019.

2.3 Exclusivity: The County will choose one (1) successful proposer to provide these services.

2.4 Federal Funding Clause: This Analysis of Impediments to Fair Housing Choice (AI) will be funded in part with Community Development Block Grant (CDBG) funds, HOME Investment Partnerships Program (HOME) funds, and Section 8 administration funds (24 CFR Part 570) 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 Economic Development Agency.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- 2.5 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 conduct the AI.
- 2.6 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!).
- 2.7 Submittal Deadline:** The County must receive proposals by **5:00 PM, Thursday, April 5th, 2018**. Proposals may be submitted by mail or hand delivered to: **Housing Authority of the County of Riverside, 5555 Arlington Avenue, Riverside, CA 92504**. 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.

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

3.0 SCOPE OF SERVICES:

Consultants are asked to describe the tasks required to successfully carry out the Scope of Services outlined below. However, Consultant's may include additional services that the Consultant is capable of providing and which, in the Consultant's opinion, would enhance the implementation of the proposed Scope of Services. The Analysis will encompass all jurisdictions covered by the County. The Analysis must include the following elements:

3.1 Research: Consultant will research and analyze data to identify possible impediments for fair housing, including but not limited to;

- a. An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing.
- b. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area.
- c. An examination of private market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
- d. An evaluation of public policies and practices which affect the provision of fair housing including but not limited to; public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions.

3.2 Recommendations: Consultant will make recommendations to remedy any fair housing impediments identified;

- a. Identification of impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified impediments.
- b. Developing an action plan for implementation of any programs or policy changes required as a result of the identification of impediments to fair housing.

3.3 Public Presentation: Consultant will present the draft Analysis of Impediments to the public for comment and to the governing entity for comment and approval, with applicable graphics, maps, and photographs.

3.4 Final Product: Consultant will produce thorough and complete documents that consolidate all elements in a format and organizational structure that meets all federal regulations, guidelines and notifications for submittal to HUD.

3.5 Executive Summary: Consultant will summarize their recommendations of the Analysis of Impediments into a reader-friendly executive summary, using graphs, tables, pictures and charts.

3.6 Additional Responsibilities:

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- a. Consultant shall identify the public meetings needed in the endeavor of gathering information and identify the potential groups needed to participate. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate as well as maintain notes and results of each public meeting.
- b. Consultant will provide a draft of the AI report in progress for review and comment by County prior to submission of final document.
- c. Consultant shall provide five bound (5) hard copies of the final AI report and five (5) digital copies on a compact disk.

3.7 Length of Agreement: The anticipated duration of the agreement will be for twelve (12) months, with the term to begin tentatively May 1, 2018 and end May 30, 2019, however these dates are subject to change.

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 5.0 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 to make a decision. 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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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.
4. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may submit a resume or curriculum vitae for each such individual if the resume/CV includes all the requested information.

TAB 6 - Proposed Approach:

This section describes your proposed approach for meeting the scope of services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which 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 described in this RFP. Attach a project plan, if appropriate.
2. List your needs for physical space and/or equipment during this engagement, if any, aside from space or equipment that would be provided by the County 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 services 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?
2. In the event of the identification of a problem by the County, their clients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

TAB 8 - Cost Analysis and Budget for Primary Services:

1. Provide an itemized budget and a detailed explanation for all costs associated with your firm providing the requested services, including but not limited to:
 - a. Itemize and provide a proposal of costs including the community participation processes detailed above in the Scope of Services.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- b. Is travel time to other required locations expected to be billable? If so, how will travel time invoices be calculated? Generally, proposals that do not include travel time or expenses are preferred unless the services requested require travel as part of the service.
- c. Include start-up costs, if any.

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 - (Optional Item) Other Information: The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the County in its evaluation.

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 Consultant is an individual, 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:

**The Riverside County Economic Development Agency - Housing Division
Attention: George Eliseo, Contracting Officer
5555 Arlington Avenue, Riverside, CA 92504**

The package exterior must clearly denote the following: "RFP No. 2018-001 Analysis of Impediments to Fair Housing" 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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 the following sections, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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
A	Proposal Submittal Checklist
B	Form of Proposal
C	Profile of Proposer Firm Form
D	Reserved
E	Sample County Contract (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)
F	Additional Federal Requirements

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 AI, 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.

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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

requirements). The County reserves the right to reject any proposals deemed by 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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- 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.”
- 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 as a result 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. 2018-001
The Riverside County Economic Development Agency - Housing Division
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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- 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, and 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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 retention's or self-insured programs shall not be construed as contributory.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

- 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.

(Continued on Next Page)

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 Other Company Information (Optional)

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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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:

Program Management Fee: _____

Community Outreach Cost: _____

AI Report Fee: _____

Total of ALL Costs and Fees: _____

- 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, as the ensuing contract will be a Requirements Contract, in that the County shall retain one proposer only and shall retain the right to order from that proposer (successful proposer), any amount of services the County requires.

Date: _____ **Company:** _____

Print Name: _____ **Signature:** _____

Office Phone **Mobile Phone** **Email Address**

Business Address: _____

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

(7) Federal Tax ID No.: _____

(8) County of Riverside Business License No.: _____

(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.

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

(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 _____

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

Reserved

ATTACHMENT E

“Sample County Contract”

(behind this page)

1 material and equipment as outlined and specified in (i) **Exhibit “A”**, Scope of Service; (ii)
2 **Exhibit “B”**, QSP No. 201x-00x; and (iii) **Exhibit “C”**, CONTRACTOR’s bid submitted to the
3 AUTHORITY on [DATE] in connection with QSP No. 201x-00x, which are all incorporated
4 herein by this reference (collectively, “Utility Allowance Service” or “services”).

5 1.1 CONTRACTOR shall conduct a Utility Allowance Study of the HACR’s
6 Section 8 units belonging to the AUTHORITY including those at its nineteen (19) public
7 housing sites and all others throughout Riverside County. CONTRACTOR affirms this it is
8 fully apprised of all of the work to be performed under this Contract and CONTRACTOR
9 agrees it can properly perform this work;

10 1.2 Acceptance by the AUTHORITY of CONTRACTOR’s performance
11 under this Contract does not operate as a release of CONTRACTOR’s responsibility for full
12 compliance with the terms of this Contract.

13 1.3 CONTRACTOR represents and maintains that it is skilled in the
14 professional calling necessary to perform all services, duties and obligations required by this
15 Contract and Exhibit “A” to fully and adequately provide all services and the AUTHORITY
16 relies upon this representation. CONTRACTOR shall perform the services and duties in
17 conformance to and consistent with the standards generally recognized as being employed by
18 professionals in the same discipline in the State of California. CONTRACTOR further
19 represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and
20 approvals of whatever nature that are legally required to practice its profession.
21 CONTRACTOR further represents that it shall keep all such licenses and approvals in effect
22 during the term of this Contract.

23 2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on
24 the Effective date (defined below) and continue in effect until **July 1, 2018**, unless earlier
25 terminated pursuant to Section 13 below (“Term”). The term “Effective Date” as used herein
26 shall mean the date the Parties execute this Contract. If the Parties execute this Contract on
27 more than one date, then the last date this Contract is executed by a Party shall be the Effective
28 Date. All applicable indemnification provisions in this Contract shall survive the termination of

1 this Contract.

2 2.1 Extension. Upon mutual agreement, the AUTHORITY and CONTRACTOR
3 may extend this Contract for **four (4) consecutive years, in one-year increments**. Such
4 extension must be approved by an amendment to this Contract executed by the Parties hereto.
5 The cumulative period of performance shall not exceed **five (5) years with a completion date**
6 **of June 30, 2022**. All applicable indemnification provisions in this Contract shall remain in
7 effect following the termination of this Contract.

8 3. COMPENSATION/PAYMENT.

9 3.1. The AUTHORITY will compensate CONTRACTOR for all services
10 rendered and costs incurred in accordance with the terms listed in Exhibit C attached hereto and
11 incorporated herein.

12 3.2 The total amount of compensation paid to the CONTRACTOR under this
13 Contract shall not exceed the sum of **Six Thousand Two Hundred Dollars (\$6,200.00)**, per
14 year, including all expenses, unless a written amendment to this Contract is executed by both
15 Parties prior to performance of additional services. Should the AUTHORITY request additional
16 work from CONTRACTOR, it will be billed at an hourly rate of **Sixty-Nine Dollars, (\$69.00)**.
17 The AUTHORITY is not responsible for any fees or costs above or beyond the contracted
18 amount and shall have no obligation to purchase any specified amount of services or products,
19 unless agreed to by the AUTHORITY in writing. In no event shall the cumulative sum of this
20 Contract including any amendments hereto exceed the sum of **Seventy Five Thousand Dollars**
21 **(\$75,000)** including all expenses.

22 CONTRACTOR shall invoice the AUTHORITY for services rendered.
23 AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of
24 the invoice. In the State of California, government agencies are not allowed to pay excess
25 interest and late charges, per Government Code, Section 926.10. AUTHORITY shall not be
26 liable for any interest or late charges in the performance of this Contract.

27 4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any
28 additional services or incur additional expense, outside of this Contract, without first receiving

1 the express written consent to proceed from the AUTHORITY in the form of an amendment to
2 this Contract.

3 5. CONTRACT AMENDMENTS. The Executive Director of AUTHORITY is
4 authorized, in his sole and absolute discretion, to approve and execute changes to the Contract
5 to the extent such changes do not cause the total Contract to exceed \$75,000. Such changes
6 shall be mutually agreed upon by and between the Executive Director and CONTRACTOR
7 and shall be incorporated in written amendments to this Contract.

8 6. INSPECTION OF SERVICES. All performances under this Contract shall be
9 subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate
10 cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's
11 conformity with the terms of this Contract. If any services performed or products provided by
12 CONTRACTOR are not in conformance with the terms of this Contract or QSP No. 2017-002,
13 the AUTHORITY shall have the right to require CONTRACTOR to perform the services or
14 provide the products in conformance with the terms of the Contract and/or QSP No. 2017-002
15 at no additional cost to the AUTHORITY. When the services to be performed or the products
16 to be provided are of such nature that the difference cannot be corrected, the AUTHORITY
17 shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to
18 ensure future performance in conformity with the terms of the Contract; and/or (2) if
19 applicable, reduce the Contract price to reflect the reduced value of the services performed or
20 products provided. The AUTHORITY may also terminate this Contract for default and charge
21 to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's
22 failure to perform.

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

27 7. INDEPENDENT CONTRACTOR. CONTRACTOR is, for purposes relating to
28 this contract, an independent contractor and shall not be deemed an employee of the

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

12 8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by
13 CONTRACTOR with any other party for furnishing any of the work or services under this
14 Contract without the prior written approval of the AUTHORITY; but this provision shall not
15 require the approval of contracts of employment between CONTRACTOR and personnel
16 assigned under this Contract, or for Parties named in QSP No. 2017-002 and agreed to under
17 this Contract.

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

24 9.1 A “claim” means a separate demand by the CONTRACTOR sent by
25 registered mail or certified mail return receipt requested for one or more of the following: (a) a
26 time extension including, without limitation, for relief from damages or penalties for delay
27 assessed by the AUTHORITY; (b) payment by the AUTHORITY of money or damages arising
28 from work done by or on behalf of the CONTRACTOR and payment for which is not otherwise

1 expressly provided or to which the CONTRACTOR is not otherwise entitled; (c) payment of an
2 amount that is disputed by the AUTHORITY. The CONTRACTOR shall furnish reasonable
3 documentation to support the claim.

4 9.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of
5 the claim and within 45 days, or an extended period as may be set by mutual agreement of the
6 Parties, provide the CONTRACTOR with a written statement identifying what portion of the
7 claim is still disputed and what portion is undisputed. (If consultation with the Board of
8 Commissioners is required, the AUTHORITY may have additional time as stated in Section
9 9204.) Any payment due on an undisputed portion of the claim shall be processed and made
10 within 60 days after the AUTHORITY issues its written statement.

11 9.3 If the AUTHORITY fails to issue a written statement, the claim shall be
12 deemed rejected in its entirety. A claim that is denied by reason of the AUTHORITY's failure
13 to respond to a claim, or its failure to otherwise meet the applicable time requirements, shall not
14 constitute an adverse finding with regard to the merits of the claim or the responsibility or
15 qualifications of the CONTRACTOR.

16 9.4 If the CONTRACTOR disputes the AUTHORITY's written response, or if
17 the AUTHORITY fails to respond within the time prescribed, the CONTRACTOR may demand
18 in writing, sent by registered mail or certified mail return receipt requested, an informal meet
19 and confer conference to attempt to reach settlement of the portion of the claim in dispute.
20 Upon receipt of the demand, the AUTHORITY shall schedule a meet and confer conference
21 within 30 days.

22 9.5 Within 10 business days following the conclusion of the meet and confer
23 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall
24 provide the CONTRACTOR a written statement identifying the portion of the claim that
25 remains in dispute and the portion that is undisputed. Any payment due on an undisputed
26 portion shall be processed and made within 60 days after the AUTHORITY issues its written
27 statement.

28 9.6 Any disputed portion of the claim, as identified by the CONTRACTOR in

1 writing, shall be submitted to nonbinding mediation, with the AUTHORITY and
2 CONTRACTOR sharing the mediator costs equally. The AUTHORITY and CONTRACTOR
3 shall mutually agree to a mediator within 10 business days after the disputed portion of the
4 claim has been identified in writing. If the Parties cannot agree upon a mediator, each Party
5 shall select a mediator and those mediators shall select a qualified neutral third party to mediate
6 the disputed portion of the claim. Each Party shall bear the fees and costs charged by its
7 respective mediator in connection with the selection of the neutral mediator. If mediation is
8 unsuccessful to resolve all issues, the parts of the claim remaining in dispute shall be subject to
9 other applicable legal procedures.

10 9.7 As used herein, mediation includes any nonbinding process, including but not
11 limited to neutral evaluation or a dispute review board, in which an independent third party or
12 board assists the Parties in dispute with resolution through negotiation or by issuance of an
13 evaluation.

14 9.8 Additional applicable requirements, including but not limited to
15 subcontractor claims, may be stated in California Public Contract Code Section 9204.

16 9.9 Any legal action related to the performance of the work or the terms of the
17 Contract Documents shall be filed only in the Superior Court of the State of California located
18 in Riverside, California.

19 10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the
20 AUTHORITY, County of Riverside, their respective Agencies, Districts, Special Districts and
21 Departments, and their respective directors, officers, Board of Supervisors, Board of
22 Commissioners, elected and appointed officials, employees, agents and representatives
23 (individually and collectively hereinafter referred to as Indemnitees) from any liability
24 whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,
25 subcontractors, agents or representatives arising out of or in any way relating to this Contract,
26 including but not limited to property damage, bodily injury, or death, or any other element of
27 any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers,
28 employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall

1 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of
2 investigation, defense and settlements or awards, the Indemnitees in any claim or action based
3 upon such alleged acts or omissions.

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

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

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

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

20 11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation
21 to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall
22 procure and maintain or cause to be maintained, at its sole cost and expense, the following
23 insurance coverages during the term of this Contract. As respects to the insurance section only,
24 the AUTHORITY herein refers to the Housing Authority of the County of Riverside, the
25 County of Riverside, their respective Agencies, Districts, Special Districts, and Departments,
26 their respective directors, officers, Board of Supervisors, Board of Commissioners, employees,
27 elected or appointed officials, agents or representatives as Additional Insureds.

28 11.1 Workers' Compensation. If the CONTRACTOR has employees as defined

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

6 11.2 Commercial General Liability. Commercial General Liability insurance
7 coverage, including but not limited to, premises liability, unmodified contractual liability,
8 products and completed operations liability, personal and advertising injury, employment
9 practices liability, and cross liability coverage, covering claims which may arise from or out of
10 CONTRACTOR's performance of its obligations hereunder. Policy shall name the
11 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than
12 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
13 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence
14 limit.

15 11.3 Vehicle Liability. If vehicles or mobile equipment are used in the
16 performance of the obligations under this Contract, then CONTRACTOR shall maintain
17 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less
18 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
19 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the
20 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

21 11.4 Professional Liability. CONTRACTOR shall maintain Professional
22 Liability Insurance providing coverage for the CONTRACTOR's performance of work included
23 within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and
24 \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written
25 on a claims made basis rather than an occurrence basis, such insurance shall continue through
26 the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an
27 Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage
28 from new insurer with a retroactive date back to the date of, or prior to, the inception of this

1 Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has
2 maintained continuous coverage with the same or original insurer. Coverage provided under
3 items; 1), 2), or 3) will continue as long as the law allows.

4 11.5 General Insurance Provisions - All lines.

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

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

- 18 d. It is understood and agreed to by the Parties hereto that the
19 CONTRACTOR's insurance shall be construed as primary insurance, and the
20 AUTHORITY's insurance and/or deductibles and/or self-insured retention's
21 or self-insured programs shall not be construed as contributory.
- 22 e. If, during the term of this Contract or any extension thereof, there is a
23 material change in the scope of services; or, there is a material change in the
24 equipment to be used in the performance of the scope of work; or, the term of
25 this Contract, including any extensions thereof, exceeds five (5) years; the
26 AUTHORITY reserves the right to adjust the types of insurance and the
27 monetary limits of liability required under this Contract, if in the County
28 Risk Manager's reasonable judgment, the amount or type of insurance carried

1 by the CONTRACTOR has become inadequate.

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

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

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

9 12. GENERAL.

10 12.1 CONTRACTOR shall not provide any services or products subject to any
11 chattel mortgage or under a conditional sales contract or other agreement by which an interest is
12 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or
13 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free
14 from all liens, claims or encumbrances.

15 12.2 The AUTHORITY agrees to cooperate with the CONTRACTOR in the
16 CONTRACTOR's performance under this Contract, including, if stated in the Contract,
17 providing the CONTRACTOR with reasonable facilities and timely access to AUTHORITY
18 data, information and personnel.

19 12.3 CONTRACTOR shall comply with all applicable Federal, State and local
20 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies
21 and procedures. In the event that there is a conflict between the various laws or regulations that
22 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23 12.4 CONTRACTOR shall comply with all air pollution control, water
24 pollution, safety and health ordinances, statutes or regulations which apply to its performance
25 under this Contract.

26 13. TERMINATION. AUTHORITY may, by written notice to CONTRACTOR,
27 terminate this Contract in whole or in part at any time ("Notice of Termination"). Such
28 termination may be for AUTHORITY's convenience or because of CONTRACTOR's failure to

1 perform its duties and obligations under this Contract including, but not limited to, the failure of
2 CONTRACTOR to timely perform services pursuant to this Contract.

3 13.1 Discontinuance of Services. Upon receipt of written Notice of
4 Termination, CONTRACTOR shall discontinue all affected services immediately, unless
5 otherwise directed by the Notice, and deliver to the AUTHORITY all data, estimates, graphs,
6 summaries, reports, and other related materials as may have been prepared or accumulated by
7 CONTRACTOR in performance of services, whether completed or in progress.

8 13.2 Effect of Termination for Convenience. If the termination is to be for the
9 convenience of the AUTHORITY, the AUTHORITY shall compensate CONTRACTOR for
10 services satisfactorily provided through the date of termination. CONTRACTOR shall provide
11 documentation deemed adequate by AUTHORITY's representative to show the services
12 actually completed by CONTRACTOR prior to the date of termination. This Contract shall
13 terminate immediately upon CONTRACTOR's receipt of the written Notice of Termination.

14 13.3 Effect of Termination for Cause. If the termination is due to the failure
15 of CONTRACTOR to fulfill its obligations under this Contract, CONTRACTOR shall be
16 compensated for those services which have been completed and accepted by the AUTHORITY.
17 In such case, the AUTHORITY may take over the work and prosecute the same to completion
18 by contract or otherwise. Further, CONTRACTOR shall be liable to the AUTHORITY for any
19 reasonable additional costs incurred by the AUTHORITY to revise work for which the
20 AUTHORITY has compensated CONTRACTOR under this Contract, but which the
21 AUTHORITY has determined in its sole discretion needs to be revised in part or whole to
22 complete the services required under this Contract. Following discontinuance of services, the
23 AUTHORITY may arrange for a meeting with CONTRACTOR to determine what steps, if any,
24 CONTRACTOR can take to adequately fulfill its requirements under this Contract. In its sole
25 discretion, AUTHORITY's representative may propose an adjustment to the terms and
26 conditions of the Contract, including the Contract price. Such Contract adjustments, if accepted
27 in writing by the Parties, shall become binding on CONTRACTOR and shall be performed as
28 part of this Contract. In the event of termination for cause, unless otherwise agreed to in writing

1 by the Parties, this Contract shall terminate thirty (30) days following the date the Notice of
2 Termination was mailed to the CONTRACTOR. Termination of this Contract for cause may be
3 considered by the AUTHORITY in determining whether to enter into future contracts with
4 CONTRACTOR.

5 13.4 Cumulative Remedies. The rights and remedies of the Parties provided in
6 this Section are in addition to any other rights and remedies provided by law or under these
7 Contracts.

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

14 15. RESERVED.

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

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

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

1 17. ADMINISTRATION. The AUTHORITY Executive Director or designee shall
2 administer this Contract on behalf of AUTHORITY.

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

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

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

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

22 22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of
23 this Contract, possession of a current and valid license in compliance with any local, State, and
24 Federal laws and regulations relative to the scope of services to be performed under Exhibit A
25 and QSP No. 2016-005 and that such services(s) will be performed by properly trained and
26 licensed staff.

27 23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and
28 AUTHORITY regulations concerning confidentiality of records. CONTRACTOR shall refer

1 all requests for information to the AUTHORITY.

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

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

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

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

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

26 29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of
27 the State of California. Any legal action related to the performance or interpretation of this
28 Contract shall be filed only in the Superior Court of the State of California located in Riverside,

1 California, and the Parties waive any provision of law providing for a change of venue to
2 another location.

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

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

19 32. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully
20 performed or are not capable of being fully performed as of the date of termination will survive
21 termination of this Contract.

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

- 24 i. Exhibit A - Scope of Services;
- 25 ii. Exhibit B - QSP No. 201x-00x; and
- 26 iii. Exhibit C – CONTRACTOR's quote in response to QSP No. 201x-00x.

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

1 methods: (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.
2 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight
3 service with tracking capabilities. Notices or communications shall be deemed properly
4 delivered to the respective Parties at the addresses set forth below as of the date personally
5 delivered or sent by mail or overnight service:

6	Carrie Harmon	Name
7	Deputy Executive Director	Title
8	Housing Authority County of Riverside	Company
8	5555 Arlington Avenue	Address
9	Riverside, California 92504	City / State / Zip

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

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

15 37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,
16 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all
17 prior and contemporaneous representations, proposals, discussions and communications,
18 whether oral or in writing. This Contract may be changed or modified only by a written
19 amendment signed by authorized representatives of both Parties.

20
21 (Remainder of Page Intentionally Blank)

22
23 (Signatures on following page)

24 ///
25 ///
26 ///
27 ///
28 ///

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

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

“AUTHORITY”

“CONTRACTOR”

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

[name] COMPANY, INC., a [state]
corporation

By: _____
Carrie Harmon,
Deputy Executive Director

By: _____
Name, President

Date: _____

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: _____
Random Attorney,
Deputy County Counsel

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

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT “B”

QSP NO. 201x-00x

(behind this page)

EXHIBIT “C”

**[name] Company’s Quote
In Response to QSP No. 2017-002**

(behind this page)

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

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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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 sub-grants 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

**REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

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, 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 section 6002 of the Solid Waste Disposal Act, 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 percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds

REQUEST FOR PROPOSALS (RFP) NO. 2018-001
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

\$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.