

**RICHMOND HOUSING AUTHORITY (RHA)**  
**Housing Advisory Commission Meeting**

**DATE: Monday, June 28, 2021**

**TIME: 3:30 p.m.**

Access Meeting by Computer, Tablet or Mobile Device

Please click the link below to join the webinar:

<https://zoom.us/j/97424783587>

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+1 312 626 6799 or +1 929 205 6099

**Webinar ID: 974 2478 3587**

**CORONAVIRUS DISEASE (COVID-19) ADVISORY**

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact (See, for example, Contra Costa County Health Order extending the shelter-in-place order and statewide shelter-in-place order). Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing (Executive Order N-29-20).

Both <https://www.coronavirus.cchealth.org/> and <http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info> provide updated coronavirus information.

DUE TO THE SHELTER IN PLACE ORDERS, attendance at the Housing Advisory Commission Meeting will be limited to Housing Advisory Commission members, essential Richmond Housing Authority (RHA) and City of Richmond staff, and members of the news media. Public comment will be confined to items appearing on the agenda and will be limited to the methods provided below. Consistent with Executive Order N-29-20, this meeting will utilize teleconferencing only. The following provides information on how the public can participate in this meeting.

**Public comments may be submitted in multiple ways:**

1. Via email to [aarredondo@rhaca.org](mailto:aarredondo@rhaca.org) by **2:30 p.m. on June 28, 2021** or during the meeting as set forth below. Email must contain in the subject line public comments – not on the agenda or public comments – agenda item #. Email must contain in the subject line **public comments – not on the agenda or public comments – agenda item #**.

Comments received via email or telephone during the meeting will be handled as follows:

Comments received via email during the meeting and up until the public comment period on the relevant agenda item is closed, will be read into the record and will be limited to a maximum of three minutes, depending on the number of commenters, as more fully described in the City Council meeting procedures below]. For public hearing items, the time will be limited to a maximum of three minutes. The staff will stop reading comments into the record after the allotted time of three minutes for such comments.

Comments received by telephone 510-621-1300, during the public comment period shall not to exceed the allotted time of three minutes – for such comments as provided above.

2. Via mail received by 2:30 p.m. Monday, June 28, 2021 sent to Richmond Housing Authority 330 24<sup>th</sup> Street, Richmond, CA 94804.

3. Via phone voice message received by 2:30 p.m. Monday, June 28, 2021, phone: 510-621-1300. Please leave your comment on the voicemail or with staff member that answers the phone.

4. Via Telephone. If you would like to give your public comment via telephone, please email your telephone number with area code to [aarredondo@rhaca.org](mailto:aarredondo@rhaca.org) during the public comment period. You will be called during the public comment period and you will be given the opportunity to verbally submit public comment (not to exceed the allotted time – three minutes – for such comments as provided below).

The RHA cannot guarantee that its network will be uninterrupted. To ensure that the Housing Advisory receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

**Comments received by 2:30 p.m. June 28, 2021 during the day of the meeting will be handled as follows:**

All email, phone, and mail comments received **by 2:30 p.m. on Monday, June 28, 2021**, will be provided to the Commissioners.

**Record of all public comments:**

All public comments will be considered a public record, put into the official meeting record, and considered before Commission action. All public comments will be available after the meeting as supplemental materials and will be posted as an attachment to the meeting minutes when the minutes are posted.

**Accessibility for Individuals with Disabilities**

Upon request, the RHA will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested. Requests should be emailed to [aarredondo@rhaca.org](mailto:aarredondo@rhaca.org) or submitted by phone at 510-620-1300. Requests can be made by mail to Gabino Arredondo 330 24th Street, Richmond, CA 94804. Requests will be granted whenever possible and resolved in favor of accessibility.

**Effect of Advisory on In-person public participation**

During the pendency of the Executive Order N-29-20, the language in this Advisory portion of the agenda supersedes any language below in the meeting procedures contemplating in-person public comment.

**Commissioners**

**Carol Hegstrom  
Chair**

**Jaycine Scott  
Vice-Chair**

**Dena Nelson  
Secretary**

**Preston Lam**

**Toni Autry**

**Y'Anad Burrell**

**Gayle  
McLaughlin  
Council Liaison**

**AGENDA**

1. Call to Order and Pledge of Allegiance (1 min.)
2. Roll Call (1 min.)
3. Welcome and Meeting Procedures (1 min.) – Individuals who would like to address the commission on matters not listed on the Agenda may do so under Open Forum. Please file a speaker's card with the note taker prior to the commencement of Open Forum. Individuals, who want to comment on an individual item, please file a speaker's card before the item is called. The standard amount of time for each speaker will be three minutes.
4. Agenda Review and Adoption (4 min.)  
The order in which items will be heard may be adjusted at this time. Items may be removed from the Agenda at this time.
5. Approval of Minutes (1 min.)
  - May 2021
6. Introduction of Invited Guests
7. Executive Director's Update
  - Hacienda Closing
  - Nystrom Clean-Up
8. Housing Advisory Commissioners' Reports (3 min.)
9. Housing Advisory Commissioner Appointments
10. Presentations
11. Recommendations to the Housing Authority Board of Commissioners (3 min.).
  - ADOPT a joint resolution approving the proposed Fiscal Year (FY) 2021-2022 Richmond Housing Authority's budget with estimated revenues of \$3,971,267 and total expenditures of \$5,113,095; and APPROVE an RHA subsidy from the City of Richmond General Fund in the amount of \$1,141,828, which will provide sufficient revenue to match anticipated expenditures and balance the RHA budget to \$5,113,095 in estimated revenues and \$5,113,095 in expenditures.
  - ADOPT a resolution approving a contract amendment with Vacant Property Security, LLC (VPS) to secure Nystrom Village vacant units, in an amount of \$117,216, for a new total not to exceed amount of \$432,216 ending July 1, 2024.
  - ADOPT a resolution approving a sole source license agreement with Yardi Computer Systems, Inc. to provide the computer software required to administer the Low-Income Public Housing Program in an amount not to exceed \$65,000 (approximately \$21,000 annually depending on use of support hours) ending July 1, 2024.

At 4:30 p.m., any items remaining on the Agenda that require immediate attention may be moved to this time.

**Commissioners**

**Carol Hegstrom  
Chair**

**Jaycine Scott  
Vice-Chair**

**Dena Nelson  
Secretary**

**Preston Lam**

**Toni Autry**

**Y'Anad Burrell**

**Gayle  
McLaughlin  
Council Liaison**

**AGENDA**

Held over from June 14, 2021 meeting

- ADOPT a resolution authorizing a contract amendment with Express Professionals for as-needed staffing services to support unit turnover activities in an amount of \$150,000, for a new total not to exceed amount of \$450,000 and extending the term to June 30, 2023.
- ADOPT a resolution approving a contract amendment with Intergraded Security Management Group (ISMG) for security services at Nevin Plaza and Hacienda in the amount of \$774,939, for a total not to exceed amount of \$2,178,511, ending August 1, 2023

12. Open Forum (Limit to 3 minutes per person)

13. Old Business

Asset Repositioning Update

- Nevin Plaza
- Hacienda
- Nystrom
- Administration Building
- Richmond Village

14. New Business

15. Next Scheduled Meeting

This Commission meets every 2nd Monday at 3:30 p.m. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact Bruce Soublet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date. The next meeting is scheduled for

**Monday, July 12, 2021 at 3:30 p.m.**

**HOUSING ADVISORY COMMISSION**  
**Monday, May 10, 2021 – 3:30 PM**  
**450 Civic Center Plaza, Richmond, CA 94804**  
**Zoom**

**MINUTES**

**1. CALL TO ORDER, ROLL CALL, PLEDGE**

The meeting was called to order at 3:34pm by Housing Advisory Commissioner and Chair Carol Hegstrom.

**2. Roll Call**

Present: Carol Hegstrom (Chair), Jaycine Scott (Vice Chair), Dena Nelson (Secretary), Y'Anand Burrell, Toni Autry, Preston Lam

Absent: Council Liaison Gayle MchLaughlin

Vacancies: 1

Staff: Nannette Beacham, RHA Executive Director – Present  
Jose Urquilla, City of Richmond – Present  
Gabino Arredondo, City of Richmond – Present  
Sheba Gage, City of Richmond – Present

**3. WELCOME AND MEETING PROCEDURES**

**4. AGENDA REVIEW AND ADOPTION – No change.**

**5. APPROVAL OF MINUTES– April minutes approved.**

**6. INTRODUCTION OF INVITED GUESTS:**

None

**7. EXECUTIVE DIRECTOR'S UPDATE:**

Nanette Beacham:

- Received approval from HUD for Nevin Plaza re-positioning.
- Councilmember Demnlus Johnson and Jael Myrick went on a tour at Nystrom Village and reported back concerns to the council about squatting and non-compliance of residents

Gabino Arredondo:

- Finance training for RHA staff starting this week
- In budget process for next year's budget. Will share draft soon.
- City budget process ongoing

- Budgeting process is transparent and will be concluded by June 30th.

Jose Urquilla, Facilities Superintendent:

- Consolidating trash for abatement pick-up
- Unit on Marina Way S damaged by fire and under repair
- Aiming to turn over 5 units at Nevin
- 3 units ready for turnover at Nystrom

Commissioner discussion on trash rooms and pigeon dropping netting at Nevin.

## **8. HOUSING ADVISORY COMMISSIONERS' REPORTS**

None

## **9. HOUSING ADVISORY COMMISSIONER APPOINTMENTS**

None

## **10. PRESENTATIONS**

## **11. RECOMMENDATIONS TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

- RECEIVE a presentation and ADOPT a joint resolution approving the proposed Fiscal Year 2020-2021 Richmond Housing Authority (RHA) amended budget adjustments with revised estimated revenues of \$5,051,340 and total expenditures of \$5,249,266; and APPROVE an additional RHA subsidy from the City of Richmond General Fund in the amount of \$197,926, which will provide sufficient revenue to match anticipated expenditures
  - Informational item, as this has been already approved
  - Some adjustments such as extra costs for Hacienda because the repositioning won't be effective until the last week of May
  - Had anticipated scaling down security at Nevin but it is still needed 24/7 with 2 guards in each shift
- ADOPT a resolution approving a second contract amendment with David Paul Rosen & Associates to assist the Richmond Housing Authority in asset repositioning efforts of the public housing portfolio in an amount of \$244,140 for a new total not to exceed amount of \$637,740 ending June 30, 2024
  - This item has not yet gone to the board
  - This company has done an excellent job in reviewing proposals from developers
  - They are working with current developers to establish rights to negotiate and help us with negotiations and agreements to transfer properties
  - They have completed this work for Nevin and Hacienda. Next up David Paul Rosen & Associates will be working with us on Nystrom and Richmond Village repositioning
  - This increase would pay the same rate, but for a longer time period, given our experience with Nevin and Hacienda

Moved, seconded, and motion to adopt the recommendation approved unanimously

- AUTHORIZE a sixty (60) day extension of negotiating period for RHA to reach agreement with MBS, with up to two 30-day extensions at the discretion of the Executive Director and issue a

Request for Proposals (RFP) to solicit a new owner/operator for Richmond Village in the event RHA fails to reach agreement with MBS

- More time needed
- Not yet approved by the board

Moved, seconded, and motion to adopt the recommendation approved unanimously

## **12. OPEN FORUM**

Cordell Hindler- idea for stipends for the commissioners; Hope we can meet in-person soon instead of Zoom; concern that there is an individual lurking outside the Nevin building

Commissioner Dena Nelson- Have reviewed American Rescue Plan funding, which includes funds for municipalities. Richmond initially received a lower allotment as compared to comparable neighboring cities. This is partly due to the fact that Richmond lost the right to administer its own community development block grants due to the mismanagement and non-compliance of the RHA in the past.

- Director Beacham- because of troubled status of the RHA under federal rules, there are lots of grants and other opportunities for which we are not allowed to even apply; this includes some state and local level funding opportunities, not just federal
- We were successfully awarded the security/safety grant; some advocates have helped push for more vouchers and funds for Richmond residents, especially for veterans
- Gabino Arredondo- We don't know whether some funds will ever be available to us after re-positioning. ARP funds should be allotted based on population
- There will be meetings about how to spend ARP funds

## **13. OLD BUSINESS**

Director Beacham:

- Virtual groundbreaking on May 26 for Hacienda
- Received formal letter from HUD saying we are behind on PHARS agreements. Still working to meet milestones as well as possible. Working on financial reporting and audits. We meet with them regularly.

## **14. NEW BUSINESS**

## **15. NEXT SCHEDULED MEETING**

Monday June 14, 2021

## **16. ADJOURNMENT 4:16 pm**



**HOUSING AUTHORITY AND  
CITY OF RICHMOND**

# JOINT MEETING AGENDA REPORT

**DATE:** June 29, 2021

**TO:** Housing Authority Board of Commissioners and Members of the City Council

**FROM:** Nannette Beacham, Richmond Housing Authority, Executive Director  
Shasa Curl, Deputy City Manager, Economic Development  
Rita Martinez, Senior Accountant  
Gabino Arredondo, Project Manager  
Bertam Jones, Budget Analyst  
Vrenesia Ward, Budget Analyst  
Sharrone S. Taylor, Principal Personnel Analyst  
LaShonda White, Interim Library and Community Services Director

**SUBJECT:** PROPOSED BUDGET FOR FISCAL YEAR 2021-2022

## **STATEMENT OF THE ISSUE:**

Staff members are requesting that the Board of Commissioners and members of the City Council review and approve the Richmond Housing Authority (RHA) Fiscal Year 2021-2022 budget.

## **RECOMMENDED ACTION:**

ADOPT a joint resolution approving the proposed Fiscal Year 2021-2022 Richmond Housing Authority budget with estimated revenues of \$3,971,267 and total expenditures of \$5,113,095; and APPROVE a RHA subsidy from the City of Richmond General Fund in the amount of \$1,141,828, which will provide sufficient revenue to match anticipated expenditures and balance the RHA budget to \$5,113,095 in estimated revenues and \$5,113,095 in expenditures - Richmond Housing Authority (Nannette J. Beacham 621-1300).

## **FINANCIAL IMPACT OF RECOMMENDATION:**

This action approves the Richmond Housing Authority's proposed FY 2021-2022 operating budget, with estimated revenues of \$3,971,267, and total proposed expenditures of \$5,113,095. If the proposed subsidy of \$1,141,828 is approved by the City of Richmond, it

will balance the RHA FY 2021-2022 budget to \$5,113,095 in estimated revenues and \$5,113,095 in expenditures.

## **DISCUSSION:**

### Background

The RHA provides affordable housing for low and very low-income Richmond residents through the U.S Department of Housing and Urban Development (HUD) federally funded housing programs. RHA owns multiple public housing properties, and manages two (2) properties occupied by residents (Nevin Plaza and Nystrom Village). Funding for the RHA budget is largely dependent on funding from HUD, and thus subject to congressional appropriations. HUD continues the trend of limited funding for public housing authorities nationwide, and, therefore, it is increasingly difficult for RHA to ensure that adequate services are provided and that its facilities meet the needs of its residents.

RHA is proposing \$5,113,095 in expenditures to manage the public housing program, which includes personnel costs (currently at 7 FTE's), funds to cover utilities and contracts for property maintenance and security for Nevin Plaza and Nystrom Village, and an operating subsidy pass through for Richmond Village. Estimated revenue of \$3,971,267 is comprised of operating subsidies from HUD, capital funds, tenant and Administration Building rents.

### FY 2020-2021 Budget

Staff recommends that the RHA Board of Commissioners and City Council adopt a resolution approving RHA's FY 2021-2022 operating budget in the amount of \$3,971,267 in revenues and \$5,113,095 in expenditures, with a proposed City of Richmond subsidy amount of \$1,141,828 (Attachment 2). The most significant revenue and expenditure changes are listed below:

Revenue - \$3,971,267

- HUD Operating Subsidy - \$1,804,849: The HUD operating subsidy includes \$1,248,905 for Nevin and Nystrom, and \$555,944 for the Richmond Village I, II, III pass through.
- Capital Fund Subsidy - \$1,175,958
- Tenant Rental Income - \$621,000: It is important to note that RHA continues to rehabilitate units at Nevin Plaza to bring them back on-line for tenant leasing. However, many of the units at Nystrom Village are unable to be brought back on-line. This has reduced the number of available units and revenue. Therefore, RHA tenant rent budget line items include \$371,000 at Nevin Plaza and \$250,000 at Nystrom Village.
- Other Revenue/Reimbursement - \$75,470: Rent for the RHA Administration Building and Repayment Agreements.

- Operating Transfer In - \$293,990: A certain percentage from the Capital Fund is allowed to be transferred for operations (25%) to the Asset Management Projects AMPs (Nevin and Nystrom).

Expenditures: \$5,113,095

- Salaries & Wages - \$509,717: There is an increase in the number of budgeted full-time Equivalents (FTE's) to serve RHA residents. The current budget includes 7.0 FTEs (Attachment 3). In FY 2020-2021, RHA is currently operating with only an Executive Director and one Resident Housing Manager, with the assistance of outside consultants, and staffing from temporary staffing agencies. Having appropriate staffing levels will allow RHA to reduce its dependence on consultants and City staff members.
- Fringe Benefits - \$488,936
- Other Pay - \$12,888
- Cost Allocation General Liability - \$495,822
- Operating Expenses - \$90,563: \$30,000 Building Maintenance Supplies, \$23,500 for Rent Board Fees, \$10,000 for Tools, \$7,280 for Equipment Rental (RICO Copiers, Shredding), \$5,000 Janitorial Supplies, \$5,500 for Office Supplies, additional cost include \$9,283 uniforms, postage and mailing, printing and binding, training, membership and dues, storage.
- Professional Services - \$1,201,566: The most significant services in this category include \$538,006.84 for Security Services (24hr security service, 2 security personal at Nevin Plaza), \$186,000 Asset Repositioning Consulting, \$141,690 for Auditing Services, Temporary Staffing for \$120,000 (unit turnovers, administrative support such as collecting rents and inputting work orders), Legal Services for \$160,000, Computer Hardware and Software for \$26,500, additional cost include tenant background review and translation services.
- Contractual & Equipment Services - \$257,050: The most significant services in this category include, \$60,450 for Landscape Maintenance at Nevin and Nystrom, \$48,050 for steel security sets for vacancies at Nystrom, \$26,600 for Contract Services (Heating Systems/Boiler maintenance and repair, backup generator maintenance), \$28,600 for Other Contract Services (Alarm System, Restoration services, Fire Alarm), \$26,400 for Pest Control, \$16,900 for Plumbing, Elevator Maintenance for \$10,000, \$8,000 Electrical, and additional cost include vehicle maintenance.
- Grant Expenditures - \$ 777,924: Expenditure from the Richmond Village Pass through and 25% of the Capital Fund applied to AMP's (Nevin and Nystrom).
- Miscellaneous Expenses - \$20,305

- Property Insurance - \$40,500
- Utilities - \$ 553,700
- Capital Outlay - \$370,133
- Operating Transfer Out - \$ 293,990: Expenditure from the Capital Fund, 25% of the Capital Fund applied to AMP's (Nevin and Nystrom).

It is essential that the Board of Commissioners and the Richmond City Council understand the financial needs of RHA to fulfill its primary goal of meeting the needs of its residents. The proposed increased investment will continue to address many of the housing and health equity goals of the City of Richmond, including maintaining affordable housing units, upgrading affordable housing units, and adding units to the affordable housing stock in the City of Richmond.

FY 2020-2021 Accomplishments and FY 2021-2022 Next Steps

RHA's main goals and objectives for FY 2021-2022, in addition to the management of the public housing program, includes moving forward on asset repositioning activities outlined in the 2019 Public Housing Authority Recovery and Sustainability (PHARS) agreement between HUD, City of Richmond, and RHA. RHA staff, in collaboration with City of Richmond staff, continues to make progress in improving its operations and addressing outstanding tasks outlined in the PHARS.

Some of the accomplishments and next steps in regards to asset repositioning include:

HACIENDA:

Status/Accomplishments

- The construction loan closed on Hacienda on June 7, 2021. Construction completion is estimated for end of 2022.
- Prior to and at closing, RHA received approximately \$1.4M in repayment of costs paid previously by RHA and the City.

Next Steps

- Monitor progress of the Hacienda construction loan, marketing, and lease up of the renovated building, including appropriate outreach to prior Hacienda residents.
- Determine potential uses and method of disposition for the new site created by the lot split.

RICHMOND VILLAGE:

Status/Accomplishments

- RHA has an Option to Purchase the tax credit investor limited partner's interest in the Richmond Village Phase 1 through December 2021, and Phase 2 through December 2022.

- RHA's goal is to secure the investor's exit, restructure ownership of the property to ensure its long-term financial viability, and oversee subsequent renovations.

#### Next Steps

- Continue to meet with the property's general partners (McCormack Baron Salazar and Community Housing Development Corporation of North Richmond) to develop and review the information necessary (including an appraisal, physical needs assessment or PNA, and cost estimates) to prepare an agreement and term sheet for the restructuring of Richmond Village.

#### NEVIN PLAZA:

##### Status/Accomplishments

- Negotiated financing plans for both the rehabilitation and new construction phases that do not require additional capital financial subsidy from RHA.
- Negotiated a deal point term sheet and Master Development Agreement for Nevin Plaza to maximize the financial return to RHA given cost and funding constraints and to protect RHA's rights and financial interest in the property for the long term, including a ground lease and seller loan to be repaid through 50% of net cash flow.
- Approved Section 18 Disposition Application to HUD for the Nevin Plaza Development.
- Modernization of two outdated elevators.
- Circulation pumps have been removed and replaced, the boilers have been calibrated to correct temperatures, three major building leaks have been identified and fixed, ADA doors for replacement have been assessed and eleven units have been repaired since September 2020, to be reoccupied. There was also a successful mobile COVID-19 Vaccine event serving over 60 participants at the site and there has been an increase in the capacity to disinfect the building.

#### Next Steps

- Monitor entitlement process for rehabilitation of the existing building and phase two new construction.
- Review pro formas, financial applications for Low Income Housing Tax Credit (LIHTC).

#### NYSTROM VILLAGE:

##### Status/Accomplishments

- Prepared a Request for Proposals to solicit a developer for the redevelopment of the four blocks including replacement of the existing 100 public housing units and additional new residential development on the remaining blocks.
- Reviewed developer proposals and evaluating developer qualifications, track records, financial capacity, property management, proposed development program and financing structures for redevelopment of the Nystrom property.
- Evaluated the potential financial and non-financial benefits and risks of alternative development programs for the site including affordable rental, market-rate rental and moderate income for-sale housing.
- RHA and City staff has worked collaboratively with Opticos Design Inc., Nystrom Re-

Vitalization Effort, Y-Plan and Novin Development Corp. to create a financially feasible Master Plan, which was included in the Request for Proposals.

- RHA and City staff has worked collaboratively to conduct multiple clean-up activities at the site. RHA and City staff has conducted a resident clean-up with the adjacent neighborhood council, where residents could dispose of unwanted household materials for free. The last events, held in June 2021 and October 2020, were well attended and 14 dumpsters were filled with debris at the events. To increase safety and security support RHA and City staff submitted a HUD Emergency Safety and Security Grant for Nevin Plaza and Nystrom Village.

#### Next Steps

- Select developer partner(s) for negotiation of an Exclusive Rights Negotiating Agreement (ERNA) and Disposition and Development Agreement (DDA).
- Negotiate land plan, phasing, on-site relocation plan, financial structuring and other aspects of the proposed development on the Nystrom property.

#### TRIANGLE COURT/FRIENDSHIP MANOR PROPERTY:

##### Status/Accomplishments

- RHA received payment of the project's deferred developer fee in the amount of approximately \$50,000 in June, 2021.
- The limited partnership owning the property executed the 55-year Tax Credit Allocation Committee (TCAC) Regulatory Agreement in June, 2021, in preparation of receiving final Low Income Housing Tax Credit (LIHTC) 8609 forms from the California Tax Credit Allocation Committee (CTCAC).

#### ADMINISTRATION BUILDING:

##### Next Steps

- Develop use agreement and transfer property to City of Richmond.

##### Next Steps

A considerable amount of City resources have been allocated to assist RHA in meeting obligations to program participants and HUD, significantly impacting other City operations. RHA and City staff members continue to work to reduce the RHA budget deficits for FY 2021-2022 from previous fiscal years and will continue to diligently oversee and monitor RHA's budget to maintain financial integrity and the health and safety of RHA's residents.

#### **ATTACHMENTS:**

Attachment 1 - Joint Resolution

Attachment 2 - Fiscal Year 2021-22 Amended Budget

Attachment 3 - RHA Fiscal Year 2021-22 Position Control

RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND AND BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND (RHA) ADOPTING THE HOUSING AUTHORITY FISCAL YEAR 2021-2022 OPERATING BUDGET IN THE AMOUNT OF \$3,971,267 PROPOSED REVENUES WITH TOTAL PROPOSED EXPENDITURES OF \$5,113,095 AND APPROVE AN RHA SUBSIDY FROM THE CITY OF RICHMOND GENERAL FUND IN THE AMOUNT OF \$1,141,828, WHICH WILL BALANCE THE RHA BUDGET TO \$5,113,095 IN ESTIMATED REVENUES AND \$5,113,095 IN EXPENDITURES**

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**WHEREAS**, the Richmond Housing Authority (RHA) is a public entity chartered by the City of Richmond, California, as a separate legal entity under the provisions of the U.S. Housing Act of 1937; and

**WHEREAS**, RHA's programs are funded by the Federal Government, subject to the rules and guidelines of the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, RHA's mission is to provide decent, safe and sanitary affordable housing and coordinate supportive services for low-income residents and program participants of the City of Richmond; and

**WHEREAS**, RHA administers the Low Rent Public Housing Program, and administers the Capital Fund Grant Modernization Program to fund rehabilitation activity on its existing public housing stock; and

**WHEREAS**, the RHA's main goals and objectives for FY 2021-2022, in addition to the administration of its core public housing programs, will be to continue the repositioning of RHA assets.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, AND THE MEMBERS OF THE RICHMOND CITY COUNCIL, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT** the Fiscal Year (FY) 2021-2022 operating budget for the Richmond Housing Authority's budget with estimated revenues of \$3,971,267 and total expenditures of \$5,113,095; and an RHA subsidy from the City of Richmond General Fund in the amount of \$1,141,828, which will provide sufficient revenue to match anticipated expenditures and balance the RHA budget to \$5,113,095 in estimated revenues and \$5,113,095 in expenditures is hereby adopted.

**BE IT FURTHER RESOLVED** that the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

\*\*\*\*\*

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June 29, 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
Chairperson

[SEAL]

Attest:

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

State of California            }  
County of Contra Costa       : ss.  
City of Richmond             }

I certify that the foregoing is a true copy of **Resolution No.** \_\_\_\_\_ finally passed and adopted at a Special Housing Authority Meeting held on June 29, 2021.

\_\_\_\_\_  
CLERK OF THE HOUSING AUTHORITY

<b>FY2021-2022 Proposed Budget</b>								<b>6/22/2021</b>
<b>Richmond Housing Authority</b>								
	<b>CAPITAL FUND 4201</b>	<b>NEVIN PLAZA 4404</b>	<b>NYSTROM VILLAGE 4405</b>	<b>RICHMOND VILLAGE I 4406</b>	<b>RICHMOND VILLAGE II 4407</b>	<b>RICHMOND VILLAGE III 4408</b>	<b>Grand Total</b>	
<b><u>REVENUES</u></b>								
OPERATING SUBSIDY		720,519.00	528,386.00	248,684.00	219,283.00	87,977.00	1,804,849.00	
CAPITAL FUND SUBSIDY	1,175,958.00	-	-				1,175,958.00	
TENANT RENTAL INCOME		371,000.00	250,000.00				621,000.00	
ADMIN FEES							-	
ASSET MGMNT FEES							-	
PROGRAM INCOME							-	
OTHER REVENUE/REIMBURSEMENTS		49,082.00	26,388.00	-	-	-	75,470.00	
OPERATING TRANSFER IN		235,192.00	58,798.00	25% of Capital Fund Subsidy for AMP Operations			293,990.00	
<b><u>REVENUES Total</u></b>	<b>1,175,958.00</b>	<b>1,375,793.00</b>	<b>863,572.00</b>	<b>248,684.00</b>	<b>219,283.00</b>	<b>87,977.00</b>	<b>3,971,267.00</b>	
<b><u>EXPENSES</u></b>								
SALARIES & WAGES	-	249,942.00	259,775.00	-	-	-	509,717.00	
FRINGE BENEFITS	-	243,262.00	245,674.00	-	-	-	488,936.00	
OTHER PAY	-	2,520.00	10,368.00	-	-	-	12,888.00	
COMPENSATED ABSENCES	-	-	-	-	-	-	-	
RETIREE BENEFITS	-	-	-	-	-	-	-	
COST ALLOC. GEN. LIABILITY	-	297,493.00	198,329.00	-	-	-	495,822.00	
COST ALLOC. ADMIN	-	-	-	-	-	-	-	
OPERATING EXPENSES	-	57,639.01	32,924.00	-	-	-	90,563.01	
PROFESSIONAL SERVICES	246,000.00	802,822.84	152,744.00	-	-	-	1,201,566.84	
CONTRACTURAL SERVICES	30,000.00	75,050.00	140,250.00	-	-	-	245,300.00	
EQUIPMENT SERVICES	-	10,250.00	1,500.00	-	-	-	11,750.00	
GRANT EXPENSES	221,980.00	-	-	248,684.00	219,283.00	87,977.00	777,924.00	
MISC. EXPENSES	13,855.00	4,250.00	2,200.00				20,305.00	
PROPERTY INSURANCE	-	24,300.00	16,200.00	-	-	-	40,500.00	
UTILITIES	-	376,000.00	177,700.00	-	-	-	553,700.00	
CAPITAL OUTLAY	370,133.00	-	-	-	-	-	370,133.00	
OPERATING TRANSFER OUT	293,990.00	25% of Capital Fund Subsidy for AMP Operations			-	-	293,990.00	
<b><u>EXPENSES Total</u></b>	<b>1,175,958.00</b>	<b>2,143,528.85</b>	<b>1,237,664.00</b>	<b>248,684.00</b>	<b>219,283.00</b>	<b>87,977.00</b>	<b>5,113,094.85</b>	
<b><u>Surplus (Deficit)</u></b>	<b>-</b>	<b>(767,735.85)</b>	<b>(374,092.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1,141,827.85)</b>	

**Richmond Housing Authority  
FY2022 Proposed Positions**

<b>Proposed Positions</b>	<b>Filled/Vacant</b>	<b>Proposed FTE</b>	<b>Salary Allocation</b>
Executive Director	Filled	1.0	60% Nevin / 40% Nystrom
Resident Housing Manager	Filled	1.0	100% Nystrom
Resident Housing Manager	Vacant	1.0	100% Nevin
Senior Property Manager	Vacant	1.0	60% Nevin / 40% Nystrom
Senior Accountant / Sr. Proj. Mngr.	Vacant	1.0	60% Nevin / 40% Nystrom
Administrative Aide	Vacant	1.0	60% Nevin / 40% Nystrom
Building Maint. Supervisor	Vacant	1.0	100% Nystrom
<b>Total Full-Time Equivalents</b>		<b>7.0</b>	



HOUSING AUTHORITY

# AGENDA REPORT

**DATE:** June 29, 2021

**TO:** Chair Butt and Members of the Richmond Housing Authority Board of Commissioners

**FROM:** Nannette, Beacham, Richmond Housing Authority Executive Director  
Gabino Arredondo, Project Manager

**SUBJECT:** CONTRACT AMENDMENT WITH VACANT PROPERTY SECURITY, LLC TO SECURE VACANT UNITS AT NYSTROM VILLAGE

## **STATEMENT OF THE ISSUE:**

As vacancies occur at Nystrom Village properties need to be secured and monitored to preserve the physical buildings, protect the surrounding neighbors, and mitigate any possible damage/harm to individuals who may attempt to enter the properties.

## **RECOMMENDED ACTION:**

ADOPT a resolution approving a contract amendment with Vacant Property Security, LLC (VPS) to secure Nystrom Village vacant units, in an amount of \$117,216, for a new total not to exceed amount of \$432,216 ending July 1, 2024 - Richmond Housing Authority (Nannette Beacham 621-1300).

## **FINANCIAL IMPACT OF RECOMMENDATION:**

Funding for this service is pursuant to the U.S. Housing and Urban Development annual allocation of Operating Subsidy and Capital Fund; and Rent from Public Housing residents (Account Strings: FY 2021-22 \$39,072, FY 2022-23 \$39,072, FY 2023-24 \$39,072 (44545191-400539)).

## **DISCUSSION:**

As Nystrom Village units become vacant they have been subject to vandalism and have been a source of concern from the surrounding neighborhood. Debris from destruction represents a life safety threat. These issues have been significantly mitigated by the boarding of windows and doors.

To improve public safety conditions at Nystrom Village, staff members recommended approval of a contract with Vacant Property Security, LLC (VPS) to secure the properties. VPS specializes in securing vacant properties, including public housing sites. On September 25, 2018, the Board of Commissioners approved a contract for board-up services for Hacienda and Nystrom Village.

VPS security systems are no longer needed at the Hacienda property due to the fact that Mercy Housing has taken over the site for rehabilitation. However, Nystrom Village continues to have some vacant units that are not in a condition to be made habitable, it is necessary to continue to board these units. The economical way to meet this need is to continue the current boarding and replacement with the current service provider by extending their contract (Attachment 2). It will provide the needed security to the vacant units at Nystrom Village until rehabilitation can be initiated.

**ATTACHMENTS:**

Attachment 1 - Resolution

Attachment 2 - Contract Amendment #1

Attachment 3 - Contract

**RESOLUTION NO. XX-20**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, APPROVING A CONTRACT AMENDMENT WITH VACANT PROPERTY SECURITY, LLC (VPS) TO SECURE NYSTROM VILLAGE VACANT UNITS, IN AN AMOUNT OF \$117,216, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$432,216 ENDING JULY 1, 2024.**

---

**WHEREAS**, the Richmond Housing Authority is the owner of the Nystrom Village Public Housing Development; and

**WHEREAS**, Nystrom Village has a growing number of vacancies and is subject to vandalism; and

**WHEREAS**, the vacant units at the property at their current state is a blight concern, and poses risks to life and safety; and

**WHEREAS**, vacant units at Nystrom Village have been secured by Vacant Property Security, LLC to board and protect the buildings; and

**WHEREAS**, the cost of removing the current coverings and resecuring the building would result in an unwarranted expense to the Richmond Housing Authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT** the Executive Director is hereby authorized to execute a contract amendment with Vacant Property Security, LLC (VPS) to secure Nystrom Village vacant units, in an amount of \$117,216, for a new total not to exceed amount of \$432,216 ending July 1, 2024.

**BE IT FURTHER RESOLVED THAT** the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

\*\*\*\*\*

**(The Clerk's Office will complete the information below)**

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June , 2021, by the following vote:

AYES:                   None.

NOES:                   None.

ABSTENTIONS:       None.

ABSENT:               None.

THOMAS K. BUTT  
Chairperson

[SEAL]

Attest:

PAMELA CHRISTIAN  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

State of California            }  
County of Contra Costa       : ss.  
City of Richmond             }

I certify that the foregoing is a true copy of **Resolution No. XXXX** finally passed and adopted at a Special Housing Authority Meeting held on June , 2021.

\_\_\_\_\_  
CLERK OF THE HOUSING AUTHORITY

**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

<b>Department: Richmond Housing Authority</b>	<b>Project Manager: Nannette, Beacham</b>
<b>Project Manager E-mail:</b>	<b>Project Manager Phone No. 621-1300</b>
<b>P.R.</b>	<b>Contract/P.O. No. 4415/22100243</b>
<b>Description of Services: VPS proprietary steel cages to secure properties</b>	
<b>Amendment No. modifies the:</b>	
<input checked="" type="checkbox"/> <b>Term and Payment Limit</b> <input type="checkbox"/> <b>Payment Limit</b> <input type="checkbox"/> <b>Term</b> <input type="checkbox"/> <b>Service Plan</b>	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Vacant Property Security, LLC

Street Address: 1230 Veteran's Highway, STE F3

City, State, Zip Code: Bristol, PA 19007

Contact Person: Anthony Pocarobba

Telephone: 215-486-3330

Email: apocarobba@vps360.com

Business License No: 40054995

Expiration Date: 7/4/2021

A California [ ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation, [ ] individual dba as [specify:] \_\_\_\_\_ [ ] other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on 9/25/2018. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and Vacant Property Security, LLC

Amendment No. 1

Contract No. 4415

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By \_\_\_\_\_

Title: \_\_\_\_\_

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

List of Attachments:

- 1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

**AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 9/25/2018 and it terminates - 7/1/2024 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 117,216. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 432,216."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

**RICHMOND HOUSING AUTHORITY**  
**PURCHASE OF SERVICES CONTRACT**

Project Mgr: Giulia Colbacchini Project Mgr Phone No: 510 621 1373

**Project Description: Securing Hacienda : a vacant, 6-story high-rise apartment, and Nystrom vacant units against unauthorized entry; providing wireless monitoring system to alert trespassers (Hacienda only)**

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) Vacant Property Security, LLC  
(Street Address) 1230 Veteran's Highway, STE F3  
(City, State, Zip Code) Bristol, PA 19007  
(Taxpayer ID No.) 45-3237054  
(Vendor No.) 12727  
(Richmond Business License No.) 4005-4995 (Expiration Date) 7/4/19

A Delaware  corporation,  partnership,  private individual,  non-profit corporation,  religious institution,  sole proprietor,  other

(Please check appropriate box)

2. **Term.** The effective date of this Contract is July 1, 2018 and it terminates July 1, 2021 unless terminated as provided herein.
3. **Payment Limit.** Authority's total payments to Contractor under this Contract shall not exceed \$315,000. The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **Authority's Obligations.** Authority shall make to the Contractor those payments

described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF  
THE CITY OF RICHMOND

CONTRACTOR:

VACANT PROPERTY SECURITY, LLC

By Mahn Andrade

(\*The Corporation Chairperson of the Board, President or Vice-President should sign below)

By A Pocollo

Title Vice President

Date Signed 10/1/18

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer and (2) should be accompanied by completed notary acknowledgment forms.)

[Complete the notary acknowledgments which are attached hereto.]

Title: ~~City Manager~~ Acting  
for Richmond Housing Authority Director

10/3  
ma

Attest:

By \_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
Board Attorney

LIST OF ATTACHMENTS:

- Notary Acknowledgment
- Service Plan
- Payment Provisions
- Insurance Provisions
- General Conditions
- Special Conditions

SERVICE PLAN

See the Special Conditions page.

For the Contract between the Housing  
Authority of the City of Richmond and  
Vacant Property Security, LLC

PAYMENT PROVISIONS

*{PLEASE NOTE THAT THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR IF THE TOTAL CONTRACT AMOUNT DOES NOT EXCEED \$100,000 OR WITHOUT THE PRIOR APPROVAL OF THE BOARD OF COMMISSIONERS IF THE TOTAL CONTRACT AMOUNT IS OVER \$100,000.}*

- 1 Provided Contractor is not in default under this Contract, Contractor shall be Compensated as provided below.
- 2 Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The payments made pursuant to this Contract shall not exceed the Contract Payment Limit of \$315,000.
- 3 Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
- 4 Contractor shall submit timely invoices to the following address:  

Attention: Accounts Payable, Finance  
Department Project Manager: Giulia Colbacchini  
P. O. Box 4046  
Richmond, CA 94804-0046
- 5 All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Giulia Colbacchini, and Executive Director before payments shall be authorized.
- 6 The Authority shall pay invoice(s) within 30 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
- 7 A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

- 8 All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.
- 9 Each invoice from VPS shall be paid by the Authority on or before its due date. Charges for the rental period will not be prorated. Where VPS has the right to terminate a Contract for cause, then all sums invoiced or payable to VPS under that and/or any other Contract (including any charges for the remainder of the minimum period) shall become immediately due and payable.

**#G-3.**

**INSURANCE PROVISIONS**

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.
3. Records.
  - 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
  - 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.
4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.
5. Termination.
  - 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
  - 5.2 Failure to Perform.
    - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.2.3 If the AUTHORITY fails to observe or perform any of the terms in this Contract, CONTRACTOR may exercise any one or more of the following remedies: (a) terminate the Contract and take possession of and remove the wireless alarm system and any other equipment from wherever located; (b) to declare all payments hereunder immediately due and payable and pursue all legal remedies in connection with the payment thereof; and/or (c) pursue any other remedies legally available to CONTRACTOR. CONTRACTOR and its agents will not be liable for any claims for damage or trespass arising out of the removal of the wireless alarm system and/or any other equipment.

5.2.3.1 Notwithstanding anything to the contrary under this Contract, should CONTRACTOR terminate or cancel this Contract, such termination or cancellation will discharge all existing obligations of CONTRACTOR under such Contract but shall in no way discharge any of CONTRACTOR'S rights and remedies under any Contract or otherwise available to it at law or in equity.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to,

monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY'S Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.

10. Choice of Law and Jurisdiction.

10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.

10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.

12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the

### #G-3.

AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR's obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.
16. Confidentiality.
  - 16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
    - 16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.
    - 16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

- 16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.
18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.
19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.

### #G-3.

22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.
24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
25. Changes and Extra Work.
- 25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.
- 25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.
- 25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.
- 25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by

the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

- 25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

27. Performance and Final Acceptance.

- 27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

- 27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

- 27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

- 27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

**Giulia Colbacchini  
330-24<sup>th</sup> Street  
Richmond, CA 94804**

30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

**Tony Pocerobba  
Vacant Property Security LLC  
1230 Veteran's Highway, Ste F3  
Bristol, PA 19007**

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

SPECIAL CONDITIONS

1. Contractor shall provide the services set forth in the documents entitled "City of Richmond Housing Authority (RHA) Service Plan" and "Payment Provisions" which are attached hereto and incorporated herein by this reference.
2. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non-Construction Contracts Section I" (HUD-5370-C), "Certification Regarding Debarment and Suspension" (HUD-2992), "Certifications and Representations of Offerors" (HUD-5369-C), and "Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction" which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached documents, the terms and conditions set forth in the attached documents shall take precedence and shall prevail.
3. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond — Insurance Requirements — Type 1: "Consultants and Contractors" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".
4. Richmond Housing Authority has the option to execute two one year contract extensions not to exceed \$105,000 per year. The Richmond Housing Authority will notify the Contractor at least thirty (30) days prior to the expiration of the current term of its intent to formally exercise the option to extend the Contract. As detailed within Section 10.8.B of the HUD Procurement Handbook 7460.8 REV 2, any option to extend the Contract is the "unilateral right of the PHA;" meaning, the Contractor DOES NOT have the right to unilaterally.

For the Contract between the Housing  
Authority of the City of Richmond and  
Vacant Property Security, LLC

SERVICE PLAN

Contractor shall, to the satisfaction of the Authority's Executive Director, perform the following services:

Secure the Hacienda housing development against unauthorized entry.

1. VPS will secure all accessible openings including; but not limited to:
  - a. All first and second floor windows (and other floors as necessary);
  - b. All first and second floor interior stairwell doors and windows (and other floors as necessary); and
  - c. All windows and doors on balconies that appear to be climbable with minimal effort.

VPS will also:

  - d. Install a wireless monitoring system that will be monitored 24/7;
  - e. Relay alarm calls for service to Richmond Police Department; and
  - f. Replace any "covers" that are removed by vandals
  
2. VPS will also secure Nystrom Village vacant units as they become vacant against unauthorized entry and replace any "covers" that are removed by vandals.

The Authority hereby grants VPS a license to enter the sites without notice at any time from and including the initial date of service for all reasonable and proper purposes in connection with the (but not limited to) installation, inspection, maintenance, repair, replacement and/or removal of wireless monitoring system, the provision of services and the exercise of rights under this Contract.

### **#G-3.**

The proper working of each wireless alarm system is subject to availability of an adequate cellular network at the site. Wireless alarm systems may generate sound in excess of 120 decibels and the Authority is responsible for all noise generated at the site. VPS shall not be liable for any claims to the extent that they arise from or in connection with the adequacy, absence or continuity of a cellular network signal or noise generated at the site.

# Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

#G-3.

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**#G-3.**

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

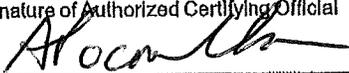
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Varant Property Security, LLC	Date	10/1/18
Signature of Authorized Certifying Official		Title	Vice President

**Certifications and Representations of Offerors Non-Construction Contract**

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans       Asian Pacific Americans
- Hispanic Americans     Asian Indian Americans
- Native Americans       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

APocorla 10/1/18  
Signature & Date:

Anthony Pocorba  
Typed or Printed Name:

Vice President  
Title:

# General Conditions for Non-Construction Contracts

## Section I - (With or without Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0167 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0167), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 966.103) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as charged.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of offset or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause Disputes herein.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**8. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**9. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 90 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, than the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**6. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 652(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 4505). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(1)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(1)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(1)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(1)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(e) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

**16. Equal Employment Opportunity**

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**17. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

**18. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

**19. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

**20. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

**21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES  
OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(f) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract or (2) during the preceding Federal fiscal year, the Contractor (i) purchased any amount of the item for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise; and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

**City of Richmond - Insurance Requirements - Type 1:  
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability Insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability Insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance - the following forms shall be provided and coverage shall be at least as broad as the following:**

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction Insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. - (Only required for Construction Contracts involving property)
7. Contractor's Pollution Liability (If applicable for Construction Contractors)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .

**City of Richmond - Insurance Requirements - Type 1:  
Consultants and Contractors**

General Liability (primary and excess limits combined)	PROJECT COST \$0 - \$5 million \$5 million - \$10 million Over \$10 million <i>Fireworks \$5</i>	REQUIRED LIMIT \$2 million p/o \$5 million p/o \$10 million p/o <i>million p/o</i>
	<p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. This policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>	
Automobile Liability	<p><b>\$1,000,000</b> per occurrence for bodily injury and property damage.</p>	
<p><b>Builders' Risk/Course of Construction</b> - Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><i>(Only required for Construction Projects involving property and equipment installation.)</i></p>	<p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p>	
<p><b>Contractor's Pollution Liability (if applicable)</b></p> <p>Protects against: unexpected/unintended release of pollution resulting from contractors covered operations such as: HVAC, paving, carpentry, pipeline &amp; tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential &amp; commercial builders.</p>	<p>Same limits as General Liability.</p>	
<p><b>Required Policy Conditions:</b></p>		
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>	
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p>	

**City of Richmond - Insurance Requirements - Type 1:  
Consultants and Contractors**

Additional Insured Endorsement (continued)	SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
<b>SURETY BONDS</b> (If a Public Works/Engineering Project)	The Contractor shall provide: 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

**Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work, 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

<p align="center"><b>City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors</b></p>
--

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City *before work may begin*. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



# AGENDA REPORT

**DATE:** June 29, 2021

**TO:** Chair Butt and Members of the Richmond Housing Authority Board of Commissioners

**FROM:** Nannette J. Beacham, Richmond Housing Authority Executive Director

**SUBJECT:** LICENSE AGREEMENT WITH YARDI COMPUTER SYSTEMS INC

## STATEMENT OF THE ISSUE

Staff is requesting that the Richmond Housing Authority (RHA) Board of Commissioners approve a license agreement with Yardi Computer Systems, Inc. to provide the computer software required to administer the Low-Income Public Housing Program.

## RECOMMENDED ACTION

ADOPT a resolution approving a sole source license agreement with Yardi Computer Systems, Inc. to provide the computer software required to administer the Low-Income Public Housing Program in an amount not to exceed \$65,000 (approximately \$21,000 annually depending on use of support hours) ending July 1, 2024 (Nannette Beacham 621-1309).

## FINANCIAL IMPACT OF RECOMMENDATION

The Housing Authority's Public Housing operating subsidies will be used to support the contract costs (Account String FY 20-21 44444191-400209 \$1,200; 44545191-400209 \$800; FY 21-22 4444191-400209 \$12,600; 44545191-400209 \$8,400; FY 22-23 4444191-400209 \$12,600; 44545191-400209 \$8,400; FY 23-24 4444191-400209 \$12,600; 44545191-400209 \$8,400).

## DISCUSSION

The Richmond Housing Authority (RHA) has been using the Yardi Computer Systems. The Yardi computer system integrates public housing, federally mandated compliance activity, accounting, and property management functions on one complete platform. The

Yardi software allows the staff to perform required initial and annual income certifications for public housing and generates reports to maintain compliance with U.S. Department of Housing and Urban Development (HUD) regulations.

The Yardi computer system also supports workflows, tracks performance measures and produces tenant account receivables, work-order processing, Housing Quality Standards (HQS) inspection activity and some budget variance reports. Changing from the Yardi computer system at this time to another system would be an operational challenge, and would significantly and negatively impact RHA service delivery.

Therefore, staff recommends that the Board of Commissioners approve a sole source license agreement to continue the use of Yardi Computer Systems, Inc. to provide the computer software required to administer the Low-Income Public Housing program. The approximate annual rate of the license with technical support hours is \$21,000 annually depending on the use of the technical support hours. Therefore for the use of three fiscal years the total amount would be \$63,000. An additional \$2,000 for FY 2020-21 has been added due to an overage of technical support hours that were budgeted for a request not to exceed \$65,000.

## **ATTACHMENTS**

Attachment 1 - Resolution

Attachment 2 - Sole Source

**RESOLUTION NO. XX-20**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, APPROVING A SOLE SOURCE LICENSE AGREEMENT WITH YARDI COMPUTER SYSTEMS, INC. TO PROVIDE THE COMPUTER SOFTWARE REQUIRED TO ADMINISTER THE LOW-INCOME PUBLIC HOUSING PROGRAM IN AN AMOUNT NOT TO EXCEED \$44,000 ENDING JULY 1, 2023.**

---

**WHEREAS**, the Richmond Housing Authority (RHA) owns and manages 244 units of rental housing; and

**WHEREAS**, RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, RHA remains obligated and committed to performing all HUD required functions, and providing quality service to local program participants; and

**WHEREAS**, the Housing Authority competitively selected and has been using the Yardi Computer System since May 2011; and

**WHEREAS**, the Housing Authority requires the ongoing use of the Yardi computer system, which integrates public housing program administration, federally mandated compliance activity, accounting and property management functions on one complete platform; and

**WHEREAS**, the Yardi computer system also helps to streamline workflows, track performance measures and produce tenant account receivables, work-order processing, Housing Quality Standards (HQS) inspection activity and budget variance reports; and

**WHEREAS**, it would be an operational problem, which would negatively impact service delivery, if RHA were to change computer systems at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT** (start text here) the Executive director is hereby authorized to execute a sole source license agreement with Yardi Computer Systems, Inc. to provide the computer software required to administer the Low-Income Public Housing Program in an amount not to exceed \$44,000 ending July 1, 2023.

**BE IT FURTHER RESOLVED THAT** that the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

\*\*\*\*\*

**(The Clerk's Office will complete the information below)**

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on June , 2021, by the following vote:

AYES:	None.
NOES:	None.
ABSTENTIONS:	None.
ABSENT:	None.

THOMAS K. BUTT

Chairperson

[SEAL]

Attest:

PAMELA CHRISTIAN

Secretary

Approved as to form:

City Attorney

State of California            }  
County of Contra Costa       : ss.  
City of Richmond             }

I certify that the foregoing is a true copy of **Resolution No. XXXX** finally passed and adopted at a Special Housing Authority Meeting held on June , 2021.

CLERK OF THE HOUSING AUTHORITY



# City of Richmond Sole Source Justification

**THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PURCHASE**

**Contact the Purchasing Division and discuss your rationale before completing this form. If Purchasing can help you make this a competitive purchase, then this form will not be required.**

Attach this completed/approved form to requisitions when competitive quotes/bids/proposals are not solicited. (Required for requisitions > \$3,000)

**Requested Sole Source Supplier:**

**Company Name:** Yardi Systems, Inc. **Contact Name:** Terri Downen, Senior Vice President

**Address:** 430 South Fairview Avenue

**City:** Santa Barbara **State:** CA **Zip Code:** 93117

**Phone Number (800)** 866-1144 **E-Mail** salesadmin@yardi.com

**Duration of Contract:** 6-1-21 to 7-1-24

**Estimated Cost:** \$ 21,000 annually **Funding Source (Account String)** 44444191 & 4454519-400209

**Is the product/service IT related?** Yes  No  **If Yes, please attach the approved IT Authorization Form**

**For Product: Is the recommended company the manufacturer of the product?** Yes  No

**For Product: Does the manufacturer sell the item(s) through distributors?** Yes  No

**Description of Product or Service:**

*Describe the full scope of work or service contemplated including installation if required; items should include brand, model and part number if applicable; (if additional space is needed, include them in a separate page)*

The Housing Authority requires the use of Yardi Voyager Software (Yardi) which integrates Public Housing compliance and property management on one complete platform. Yardi performs necessary qualifications and calculations, and produces reports to maintain compliance with HUD regulations. This contract intends to be in effect three fiscal years. The Annual Fee with support hours is approximately \$21,000. The request included an additional \$2,000 for FY 2020-21 due to overages in technical support hours. The total not to exceed amount for the duration of the license is \$65,000.

**Sole Source Rationale:** PLEASE ANSWER ALL THE FOLLOWING QUESTIONS: Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended company has a significant advantage over any other company who can do this job? It is important to sufficiently address the key reason for awarding an order/contract without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

RHA competitively selected and has been using Yardi Systems since May 2011. A Request for Qualifications was mailed out to seven firms on October 24, 2008. On December 1, 2008, six compliant proposals were received. A panel reviewed and ranked the proposals. Yardi Systems was ranked the highest and awarded the contract. It would be detrimental to RHA to change property management systems at this time since staff is familiar with the system, producing necessary reports to maintain compliance with HUD regulations. Yardi supports workflows that manage work orders, and oversee inspections reporting. Tenants of RHA's Public Housing Developments benefit from the RHA's ability to assign and schedule work orders through Yardi's dashboard. Yardi provides HQS inspection records with customizable HUD 52580 forms. An additional need to use the Yardi system at this time is due to the HCV Transfer with HACCC. HACCC is also using the Yardi system, which facilitated the transfer of RHA files to HACCC. There are still requests coming to RHA from financial auditors to have access to Yardi files. Wiping out the database and starting the creation of a new database would not benefit RHA currently since it took seven years to build the current database and several months to implement the system. The existing City's Munis System was examined and rejected because it did not provide the HUD required Housing Compliance Standards. Therefore, at this time RHA cannot transition to using solely Munis and still requires the use of Yardi.

*(if additional space is needed, include them in a separate page)*

### Complete the following checklist

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**, and contractor solely transacts (sells) direct to the customer. (There are no dealers or distributors for contractor).
- The required items are **proprietary to the Contractor**, and **contractor does not sell direct to the customer**. Contractor solely distributes the item or service through only one dealer or distributor in the United States. (There are no dealers or distributors for contractor).

**Note:** If item or service is available from more than one source, the item or service may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources.

- A specific item is needed:
  - To be compatible or interchangeable with existing hardware
  - As spare or replacement hardware  For the repair or modification of existing hardware
- Federal or state grant names vendor as condition of funding. (Attach copy of grant that names vendor)
- There is a **substantial risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process or the **services sought**). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial risk.*

A need to use the Yardi system at this time is due to the HCV Transfer with HACCC. HACCC is also using the Yardi system, which is facilitated the transfer of RHA files to HACCC. Financial auditors are still requesting Yardi RHA files as audits are ongoing. Wiping out the database and starting the creation of a new database would not benefit RHA since it took seven years to build the current database and several months to implement the system. The existing City's Munis System was examined and rejected because it did not provide the HUD required Housing Compliance Standards. Therefore, at this time RHA cannot transition to using solely Munis and still requires the use of Yardi.

- Continuation of prior Work** – Additional item, service or work required, but not known to have been needed when the original order was placed with vendor, and it is not feasible or practicable to contract separately for the additional need. *Provide brief explanation and supporting evidence.*

*(if additional space is needed, include them in a separate page)*

I acknowledge the City's requirements for soliciting competitive quotes/bids for purchases over \$3,000.00 and the criteria for justification for Sole Source purchases. I have gathered the required information, have made a concerted effort to review comparable/equal equipment/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Department: Richmond Housing Authority

Requester Name and Title: Nannette J. Beacham, Executive Director

Date: 06/08/2021

*Note: Requester must be able to defend this justification.*

Phone: 510-624-1300

Department Director (Print) Nannette J. Beacham

(Sign) *Nannette J. Beacham* 06/08/2021

-----  
**Submit completed form to the Purchasing Division (Prior to submission to City Manager)**

**Finance Director:**

*FOR BELINDA BROWN*

APPROVED: *BB*

DATE: 6/9/21

NOT APPROVED: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_  
City Manager  
(Under \$10,000.00)

\_\_\_\_\_  
City Clerk Attesting to Council Approval  
(Over \$10,000.00) (Copy of Minutes may be substituted)

**Note: Richmond Municipal Code Section 2.52.326 Sole Source Procurement requires final approval by the City Manager and/or City Council. Sole Source must be approved by Finance Director, PRIOR to Council Approval.**

**PROCEDURE**

Sole Source purchase/service are exceptions to the normal bidding process and require a detailed justification. In processing Sole Source requests for supplies, services and/or equipment, the Purchasing Division adheres to and is governed by the principles set forth in City of Richmond Municipal Code Section 2.52.326 Sole Source Procurement.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your Sole Source form. Your request will then be restrictive and non-competitive, and will fall into a sole source category. If the sole source justification is approved, the requisition can be expedited without the normal bidding requirements.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Sole Source form must be signed by authorized department representative(s). The certification will remain on file for audit purposes.

The following factors **DO NOT** apply to sole source requests and should not be included in your sole source justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Cost, vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.



**I.T. – RELATED PURCHASES AUTHORIZATION**

*Form must be fully completed and signed prior to information technology related purchases*

Date 6/8/2021

Requested Vendor Yardi Systems Inc v# 10933

Vendor Address 430 South Fairview Avenue  
Santa Barbara, CA

Contact Person Terri Downen, Senior Vice President

Email Address salesadmin@yardi.com

Phone No ( 800 ) 866-1144 Fax # \_\_\_\_\_

<u>Quantity</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
<u>1</u>	<u>Annual Software License Agreement &amp; Support Hours</u>	<u>\$ _____</u>	<u>\$ 21,000</u>
_____	_____	<u>\$ _____</u>	<u>\$ _____</u>
_____	_____	<u>\$ _____</u>	<u>\$ _____</u>
			<u>Total \$ _____</u>

**Purpose**

*This section must be completed with respective price quote(s) included with form:*  
 To Renew Yardi Software Inc license

Requested by Nannette J. Beacham

  
 Department Head  
06/08/2021  
 Approval Date

**Sue Hartman**  
 Digitally signed by Sue Hartman  
 DN: cn=Sue Hartman, o=City of Richmond, ou=IT,  
 email=sue\_hartman@ci.richmond.ca.us, c=US  
 Date: 2021.06.08 22:36:28 -07'00'  
 IT Director  
 Approval Date

## **ADA (American with Disabilities Act) Compliance Access and Accommodation**

**Compliance with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973: In order to improve accessibility of existing technology and therefore increase the successful employment of individuals with disabilities, particularly blind and visually impaired, deaf and hard-of-hearing persons please answer the following questions:**

**Is this item ADA Compliant? Yes**  **No**

**If NO, please answer the following questions:**

**Will this item be used by the public? Yes**  **No**   
**Can other vendors provide an ADA compliant product? Explain**

**Will this item be used by City employees? Yes**  **No**

### **Categories for Information Technology (IT) Product**

- **Software applications and operating systems**
- **Web-based information and applications**
- **Telecommunications products**
- **Video and multimedia products**
- **Desktop and portable computers**
- **End user hardware**

### **Examples of Information Technology (IT) Products**

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• <b>World Wide Web</b></li><li>• <b>Scanners</b></li><li>• <b>Printers</b></li><li>• <b>Copiers</b></li><li>• <b>PDA's</b></li><li>• <b>Computers</b></li><li>• <b>Computer Software</b></li><li>• <b>Computer Operating Systems</b></li></ul> | <ul style="list-style-type: none"><li>• <b>Phones</b></li><li>• <b>Apps</b></li><li>• <b>Information Kiosks</b></li><li>• <b>ATMs</b></li><li>• <b>Multimedia</b></li><li>• <b>Videos</b></li><li>• <b>Fax Machines</b></li></ul> |
|---|---|



HOUSING AUTHORITY

# AGENDA REPORT

**DATE:** June 15, 2021

**TO:** Chair Butt and Members of the Richmond Housing Authority Board of Commissioners

**FROM:** Nannette Beacham, Richmond Housing Authority Executive Director  
Sharrone Taylor, Principal Personnel Analyst  
Gabino Arredondo, Project Manager

**SUBJECT:** EXPRESS PROFESSIONALS CONTRACT AMENDMENT

## STATEMENT OF THE ISSUE

Staff is requesting the approval of a contract amendment with Express Professionals to continue unit turnover activities. Having the ability to immediately begin the process to prepare a unit for a new participant furthers Richmond Housing Authority's (RHA) goals to continue to provide affordable housing units and support revenue opportunities through rents and operating subsidy.

## RECOMMENDED ACTION

ADOPT a resolution authorizing a contract amendment with Express Professionals for as-needed staffing services to support unit turnover activities in an amount of \$150,000, for a new total not to exceed amount of \$450,000 and extending the term to June 30, 2023 – Richmond Housing Authority (Nannette Beacham/Sharrone Taylor 621-1300).

## FINANCIAL IMPACT OF RECOMMENDATION

Funding for these services is pursuant to the U.S. Housing and Urban Development annual allocation of Operating Subsidy and Capital Fund and rent from Public Housing residents (FY 2020-2021 \$21,000 Nevin 44444191-400214; \$14,000 Nystrom 44545191-400214; FY 2021-2022 \$56,400 Nevin 44444191-400214; \$37,600 Nystrom 44545191-400214; FY 2022-2023 \$21,000 Nystrom 44545191-400214).

## DISCUSSION

RHA continues to require temporary staffing support services for unit turnover activities at Nevin Plaza and, when it is appropriate, at Nystrom Village. The requested contract amendment will allow the RHA to continue to respond to these needs in an efficient and timely manner. Being able to immediately begin the process to prepare a unit for a new participant furthers RHA's goals to continue to provide affordable housing units and support revenue opportunities through rents and operating subsidy.

RHA has been satisfied with Express Professionals' work. Express Professionals was chosen through a competitive process. On April 10, 2019, the Housing Authority issued an RFP for as-needed Temporary Staffing Services. The RFP was posted on the City's Bids Online System and 187 prospective vendors were notified. On April 29, 2019, eight proposals were received and a panel consisting of the RHA Director and a representative from the City of Richmond Human Resources Department and the City Manager's Office reviewed the proposals. Express Professionals was selected as a highly qualified vendor based on the RFP selection criteria, was deemed fully capable of undertaking the scope and approved on July 16, 2019. On May 5, 2020, the Board of Commissioners approved the first contract amendment with a new total not to exceed amount of \$300,000 and extending the term to June 30, 2021.

**ATTACHMENTS:**

- Attachment 1 - Resolution
- Attachment 2 - Contract Amendment #2
- Attachment 3 - Contract Amendment #1
- Attachment 4 - Contract

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND AUTHORIZING A CONTRACT AMENDMENT WITH EXPRESS PROFESSIONALS IN THE AMOUNT OF \$150,000 FOR A NOT-TO-EXCEED AMOUNT OF \$450,000 AND EXTENDING THE TERM TO JUNE 30, 2023**

---

**WHEREAS**, RHA owns and manages 244 units of rental housing; and

**WHEREAS**, RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, RHA remains obligated and committed to performing all HUD required functions, and providing quality service to local program participants; and

**WHEREAS**, it is anticipated that the Housing Authority will continue to require the use of temporary staffing services to support unit turnover activities at Nevin Plaza and Nystrom Village; and

**WHEREAS**, the temporary staffing contract amendment will support RHA in the area of maintenance and property management.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT** the Executive Director is authorized to enter into a contract amendment with Express Professionals for as-needed staffing services in an amount of \$150,000, for a new total not to exceed amount of \$450,000 and extending the term to June 30, 2023.

\*\*\*\*\*

I certify that the foregoing resolution was passed and adopted by the Richmond Housing Authority Board of Commissioners held on June, 15, 2023 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

---

Chairperson

ATTEST:

---

Secretary

Approved as to form:

---

Attorney

**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

<b>Department: Richmond Housing Authority</b>	<b>Project Manager: Nannette Beacham</b>
<b>Project Manager E-mail: nbeacham@rhaca.org</b>	<b>Project Manager Phone No. (510) 621-1300</b>
<b>P.R.</b>	<b>Contract/P.O. No. 4806</b>
<b>Description of Services :</b> Temporary Staffing Services for Richmond Housing Authority	
<b>Amendment No. 2 modifies the:</b>	
<input checked="" type="checkbox"/> <b>X Term and Payment Limit</b> <input type="checkbox"/> <b>Payment Limit</b> <input type="checkbox"/> <b>Term</b> <input type="checkbox"/> <b>Service Plan</b>	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Express Employment Professionals  
 Street Address: 2970 Hilltop Mall Rd Ste 102  
 City, State, Zip Code: Richmond, CA 94806  
 Contact Person: Maria Ochoa  
 Telephone: (510) 662-5100      Email:  
 Business License No: 40051375      / Expiration Date: 3/16/2022

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on June 25, 2019. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and

Amendment No. 2

Contract No. 4806

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By \_\_\_\_\_

Title: \_\_\_\_\_

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

List of Attachments:

- 1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

**AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 06/25/19

and it terminates 06/30/2023 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 150,000. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 450,000."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

Department: Richmond Housing Authority	Project Manager: Nannette Beacham
Project Manager E-mail: nbeacham@rhaca.org	Project Manager Phone No. (510) 621-1300
P.R.	Contract/P.O. No. 4806
Description of Services : Tempora1y Staffing Services for Richmond Housing Authority	
Amendment No. modifies the:	
<input checked="" type="checkbox"/> Term and Payment Limit <input type="checkbox"/> Payment Limit <input type="checkbox"/> Term <input type="checkbox"/> Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Express Employment Professionals

Street Address: 2970 Hilltop Mall Rd Ste 102

City, State, Zip Code: Richmond, CA 94806

Contact Person: Tracy Dempsey

Telephone: (510) 662-5100

Email: tracy.dempsey@expresspros.com

Business License No: 40051375 / Expiration Date: 3/16/2021

A California [ X ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [ ] non-profit corporation, [ ] individual dba as [specify:] LLC  
 [ ] other [specify:]

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on DATE. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and

Amendment No. 1

Contract No. 4806

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By

Title:

*Hannette Beacham*  
*Executive Director*

CONTRACTOR:

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By

Title:

*Shacy Ramsey*  
*OWNER*

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By

Title:

*Shacy Ramsey*  
*OWNER*

List of Attachments:

1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

**AMENDMENT PROVISIONS (PAYMENT LIMIT)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 06/25/19

and it terminates 06/30/2021 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 150,000. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 300,000."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

RICHMOND HOUSING AUTHORITY  
PURCHASE OF SERVICES CONTRACT

Project Mgr: Nanette Beacham Project Mgr Phone No: 510-621-1300

Project Description: Temporary Staffing Services for Richmond Housing Authority

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) Express Employment Professionals

(Street Address) 2970 Hilltop Mall Rd Ste 102

(City, State, Zip Code) Richmond, CA 94806

(Taxpayer ID No.) 84-0909680

(Vendor No.) 13842

(Richmond Business License No.) 40051375 (Expiration Date) 03/16/2020

An California  corporation,  partnership,  private individual,  nonprofit corporation,  religious institution,  sole proprietor,  other

(Please check appropriate box)

2. Term. The effective date of this Contract is 06/25/19 and it terminates 06/25/20 unless terminated as provided herein.

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 150,000. The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and, is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

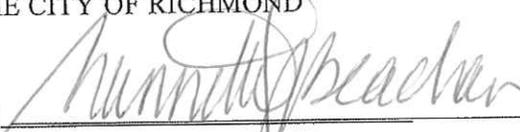
Authority's Obligations. Authority shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any), which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF  
THE CITY OF RICHMOND

By

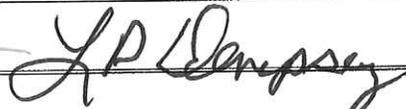
  
Title Executive Director

Date Signed \_\_\_\_\_

CONTRACTOR:

Express Employment Professionals

By

  
Title OWNER

Date Signed 7.26.19

LIST OF ATTACHMENTS:

Service Plan  
Payment Provisions  
Insurance Provisions  
General Conditions  
Special Conditions

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By

  
Title CFO-OWNER

Date Signed 7.26.19

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer and (2) should be accompanied by completed notary acknowledgment forms.)

[Complete the notary acknowledgments which are attached hereto.]

SERVICE PLAN

See the Special Conditions page.

## PAYMENT PROVISIONS

*(PLEASE NOTE THAT THE HOUSING AUTHORITY OF THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ADMINISTRATOR IF THE TOTAL EXCESS CONTRACT AMOUNT DOES NOT EXCEED \$10,000.00 OR WITHOUT THE PRIOR APPROVAL OF THE AGENCY BOARD IF THE TOTAL EXCESS CONTRACT AMOUNT IS OVER \$10,000.00.)*

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: Accounts Payable, Finance  
Department Project Manager: Nanette Beacham  
P. O. Box 4046  
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Nanette Beacham before payments shall be authorized.
5. The Authority shall pay invoice(s) within 45 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
6. A business license from the City of Richmond shall be obtained before any" payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

## INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

## GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.

### Records.

- 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
  - 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.
4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.

### 5. Termination.

- 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
- 5.2 Failure to Perform.
  - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

- 8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY's Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.
10. Choice of Law and Jurisdiction.
- 10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.
- 10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.
12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR'S obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.

16. Confidentiality.

16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.

18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.

19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.
22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

25. Changes and Extra Work.

25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.

25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.

25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.

25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

Performance and Final Acceptance.

- 27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.
- 27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.
- 27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.
- 27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications

thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nanette Beacham - Executive Director

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Richmond Housing Authority

---

330 24th Street

---

Richmond, CA 94804

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30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Maria Ochoa - Assistant Office Manager

---

Express Employment Professionals

---

2970 Hilltop Mall Road, Suite 102

---

Richmond, CA 94806

---

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.



## **Special Conditions:**

1. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non-Construction Contracts Sections I" (HUD-5370-C), "Certifications and Representations of Offerors" (HUD-5369-C), and "Certification Regarding Debarment and Suspension" (HUD-2992) which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached documents, the terms and conditions set forth in the attached documents shall take precedence and shall prevail.
2. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond— Insurance Requirements — Type 2: "Professional Services" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".

### Scope of Services

The Richmond Housing Authority utilizes temporary staffing services to fill short-term staffing needs in the area of, but not limited to, administrative support, technical support, maintenance, property management, human resources and finance. The RHA requires qualified individuals to assist RHA in a project completion, or for interim placement necessary because of employee turnover or individual leave/vacation. Contractor shall provide the services set forth in the proposal which is attached here to and incorporated herein by this reference.

### **Skill Categories**

The City requirements for temporary staffing services may include but are not limited to the skill categories listed below

#### **Clerical I Administrative I Office Staff**

- Accounting Clerical (Accounting Clerk, Accounts Payable Clerk, Purchasing Clerk)
- Accounting Technical (Accounting Technician, Accounts Payable Technician)
- General Clerical (Office Assistant, Office Specialist)
- Skilled Clerical I Administrative (Administrative Assistant, Senior Administrative Assistant)
- Customer Service Technical (Customer Services Representative)

#### **Light Industrial**

- Light Industrial (Maintenance Worker)
- Custodial (Janitor)

#### **Finance**

- Accounting (Accounting Assistant, Accountant)
- Finance Manager (specialize in housing authority accounting)

The City will specify the required qualifications for each position when contacting the Agency.

## **Selection of Temporary Employees**

- A. Agencies shall provide placement and payroll services for temporary employees for City departments in a timely manner.
- B. Agencies shall be responsible for the recruitment, screening, testing, interviewing, selection, reference checks, criminal background checks, and drug screening (if requested) for temporary employees.

## **Testing**

- A. Agencies shall ensure that each temporary employee assigned to the City meets the requirements for each position as requested.
- B. If necessary, Agencies shall test applicable temporary employees on their proficiency with applicable software programs based on assignment requirements.
- C. Agencies shall test for other applicable skills such as data entry and typing speed, filing, grammar, phone etiquette and customer service skills as appropriate.

## **Drug Screening**

Upon request of the City, the Agencies shall require a drug screen for all temporary employees who will be in safety sensitive positions, such as operating heavy equipment.

## **Timecards, Billing, and Invoicing**

- A. Each temporary employee is required to maintain a daily record of hours worked on his or her timecard. These timecards are to be approved by a City department designee and become the source of the invoicing.
- B. Agencies shall submit invoices on a monthly basis. Separate invoices are to be prepared for each City department utilizing temporary personnel services. All invoices shall be addressed to the City Department requesting services.

## **Agencies Reporting**

- A. Agencies shall provide monthly expenditure reports showing monthly and cumulative totals for all temporary staff assigned to the City by City department.
- B. Agencies shall provide monthly personnel count reports listing total assigned temporary employees with their start dates, City department, current position title, pay rate, and bill rate.

## **Removal from Approved List**

Repeated failure to provide qualified temporary employees, in a timely manner, or other unsatisfactory performance will cause an Agency to be removed from the list.

## **Attached:**

- Wage Tables
- Proposal



2970 Hilltop Mall Road, Suite 102,  
Richmond, CA 94806  
P: (510) 662-5100 | F: (510) 662-5131

To Whom It May Concern:

Reference: Temporary Staffing Services  
Category: 96102, 96130 and 96400

**Cover Sheet:**

- ✓ Firm: Express Employment Professionals
- ✓ Contact Information:
  - Tracy P. Dempsey
  - 2970 Hilltop Mall Road, Suite 102 Richmond, CA 94806
  - Phone: (510) 662-5100
  - Fax: (510) 662-5131
- ✓ Six (6) Employees

**Firm's Experience:**

Express Employment Professionals of West Contra Costa County is a locally owned, internationally recognized provider of workforce and workplace solutions. Express helps companies, as well as, state and local governments succeed by connecting them with their most important resource: good, qualified people. To back this up, Express is ISO certified. ISO is an internationally recognized standard of quality control management that addresses all types of industry. For our company, it establishes the highest standards for screening, testing, evaluating and matching our Associates with our client's employee need(s). It is not who we send to you, rather who we don't.

We provide three (3) approaches: **Temporary/Contract, Evaluation Hire and Direct Hire.**

When you need flexibility, I'd recommend Temporary or Contract staffing, short term or long term. To keep things simple, we screen and test all candidates, and they work on our payroll. This solution is ideal for completing special projects, managing seasonal peaks in the workflow, and covering for regular employees while away from work. Your business benefits from:

- Workers available on short notice.
- Fewer core employees.
- Lower expenses by reducing overtime for regular employees
- No downtime
- Lower overhead
- **No added workers comp, unemployment or benefits costs.**

When you'd like to evaluate the performance of an individual before hiring, I'd suggest evaluation hire. Evaluation Hire means that you have an employee that works at your company while remaining on our payroll. That gives you time to observe a candidate at work before extending a job offer. Many of our clients prefer this on-the-job approach to evaluate before hiring. Your business benefits from:

- Discovering how the candidate fits your team.
- Learning if the candidate likes the job.
- Replace the candidate without going through the time consuming and sometimes painful process of hiring and firing.
- Decrease turnover.
- Save on training and payroll for people that don't work out.
- During the evaluation period while the candidate is our associate, **you eliminate: workers comp, unemployment benefits, other mandated benefits, non-productive administrative costs, employee benefits, payroll management, regulatory compliance issues, etc.**

In the case of an evaluation hire, the employee would be on Express Employment Professionals payroll a minimum of 820 hours before converting to your full-time employee. If the employee converts to your employment sooner, there will be a calculated buy-out based upon the remaining number of hours in the contract. There is no maximum number of hours that the employee can remain on Express Employment Professionals payroll.

In addition, we have a *Performance Guarantee*. If someone we send you doesn't work out, we will pay for the first four hours if you're not satisfied. But even more important, we'll work with you to resolve every issue. We value our relationship with each of our clients.

When you have a key position to fill, tell us what type of experience, skills and personality you need. We'll recruit a match (Direct Hire). Your benefits include:

- You stay focused on your business without the interruption of countless interviews.
- You receive thoroughly screened candidates who match your culture.
- You tap in to the expertise of Express recruiters and an extensive national network.

We will assign the following Express employees to The City of Richmond account:

- Tracy P. Dempsey                      Owner
- Maria G. Ochoa                        Office Manager/Employment Specialist
- Miranda K. Clagette                 Recruiting Specialist

**Understanding Scope of Services:**

- a) Specific Skill Categories: See "Service Offerings" brochure enclosed.
- b) Pricing (fees): See "Bill Rate Confirmation" forms enclosed.
  - a. Mark-up percentages range from 50% to 60% depending on the degree of recruiting difficulty.

- c) Drug Screening Services and Pricing: See middle section of the "Bill Rate Confirmation" form referenced above.
- d) Description of Application Screening, Testing and Application Process: See "Comprehensive Selection Process Ensure Top Performers" brochure enclosed.
- e) Scope of Services report: See Sample Invoice
- f) Name of Primary Contact: Maria G. Ochoa
- g) Hours of Operation: 8:00 AM to 5:00 PM Monday through Friday. Afterhours, before hours and weekends call: 415-272-1227.
- h) Response Time: Same day or depending on the degree of difficulty i.e. Finance Manager with Public Housing experience.
- i) Minimum Hours to be Paid for less than Eight (8) Hours: Four (4) Hours.
- j) Qualifications: See "Industry Leader" brochure.
  - a. 2018 Best of Staffing Talent Award Winner
  - b. Ranked No. 1 in Staffing (seventh consecutive year).
  - c. Top Industrial Staffing Provider

Tracy P. Dempsey  
Owner  
38 Mitchell Blvd.  
San Rafael, CA 94903  
(415) 472-5400  
(415) 472-0500 fax

[Peter.dempsey@expresspros.com](mailto:Peter.dempsey@expresspros.com)



CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business: Express Employment Professionals  
Work Category: Administration Other: MANAGEMENT, FINANCE + INDUSTRIAL  
Address of Business: 2970 Hilltop Mall Road, Suite 102  
City: Richmond State: CA. Zip Code: 94806  
Telephone # Bus: 510-662-5100 Telephone # Cell: 415-272-2873  
Years In Business: 10 Email: TRACY.DEMPSEY@ExpressPros.com

Currently Insured:  Currently Bonded:  Currently Certified:

Type of Business:  Corporation  Partnership  Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise: NA

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

For Business entity as applicable:

Copy of Articles of Incorporation  Certificate of Good Standing  
 Assumed Business Name Certificate  Partnership Agreement  
 List of owners/stockholders and % ownership of each  Corporation Annual Report  
 Organization chart with names and titles and brief function statement  Latest Board minutes appointing officers  
 Additional documentation

For Business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to Section 3 business: NA

List of subcontracted Section 3 business(es) and subcontract amount  Other

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

List of all current full-time employees  List of employee claiming Section 3 status  
 PHA/IHA Residential lease less than 3 years from day of employment  Other evidence of Section 3 status less than 3 years from date of employment

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

Current financial statement  List of owned equipment  
 Statement of ability to comply with public policy  List of all contracts for the past two years

TRACY P. DEMPSEY  
Authorizing Print Name (Business)

[Signature]  
Authorizing Signature (Business)

4.25.19  
Date

\_\_\_\_\_  
(City Representative)

\_\_\_\_\_  
Date

(Attachment E)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: NA  
Name Of Company: \_\_\_\_\_  
Dollar Value Of All Contracts Proposed: \_\_\_\_\_  
Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN BID DOCUMENTS AND WITH BID)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature Date Printed Name

HOUSING AUTHORITY OF THE CITY OF RICHMOND (RHA)

(Attachment E)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES  
(con'd)

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_ NA \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE:** RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_

### SECTION 3 BUSINESS PREFERENCE CLAUSE (Attachment E)

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

### (Attachment E)

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

#### Priority I

##### Category 1a Business

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

#### Priority II

##### Category 1b Business

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

#### Priority III

##### Category 2a Business

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

#### Priority IV

##### Category 2b Business

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

#### Priority V

##### Category 3 Business

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

#### Priority VI

##### Category 4a Business

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

#### Priority VII

##### Category 4b Business

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

#### Eligibility for Preference

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

(Attachment E)

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

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

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

**Express**  
EMPLOYMENT PROFESSIONALS  
Bill Rate Confirmation



CITY OF  
*Richmond* CALIFORNIA

**Position: Finance Manager (\$47.86/hr.)**

**Bill Rate: \$75.99**

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
- Payroll taxes and unemployment insurance
- Bonding of employees
- General Liability insurance coverage
- Paying the Associates
- Recruiting and applicant screening
- Benefits for Associates e.g. Holiday pay
- Sick Leave
- Health Care

Express Employment Professionals bills for services rendered on a pay-per-hour basis. The above rate(s) will apply to the position(s) we discussed. These rate(s) are subject to adjustments without notice based upon mandated State and Federal changes e.g. increases in Workers' Compensation, Health Care, etc.

Express Employment Professionals has the ability to perform drug tests and comprehensive criminal conviction background checks upon request. Criminal Conviction Background checks do not include credit checks, driving infractions, etc....available at additional charge. The cost for drug testing is \$37.50 per test, as well as, \$37.50 for background checks plus any county charges.

**Evaluation-to-Hire:** Express Employment Professionals agrees to convert Associates in 820 hours with no fee. If it is agreed upon that an Associate will be placed on the client's payroll prior to the 820 hours, there will be a prorated conversion fee based on the hours worked and remaining.

*The above quoted Bill Rate is price protected for thirty (30) days from the date noted below.*

**Express Employment Professionals**

**The Richmond Housing Authority**

*Maria Ochoa*

\_\_\_\_\_  
Signature  
03/14/2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Spirit of Agreement: It is the philosophy of Express Employment Professionals to abide by this agreement not only to the letter, but also in the spirit of the agreement. We are committed to providing you with flexible and responsible service, enabling you to focus on your own business.*

**Express**<sup>TM</sup>  
EMPLOYMENT PROFESSIONALS  
Bill Rate Confirmation



CITY OF  
*Richmond* CALIFORNIA

**Position: Housing Specialist (\$34/hr.)**

**Bill Rate: \$53.99**

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
- Payroll taxes and unemployment insurance
- Bonding of employees
- General Liability insurance coverage
- Paying the Associates
- Recruiting and applicant screening
- Benefits for Associates e.g. Holiday pay
- Sick Leave
- Health Care

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**Express Employment Professionals**

**The Richmond Housing Authority**

*Maria Ochoa*

Signature  
03/14/2019

Signature

Date

Date

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**Express**<sup>SM</sup>  
EMPLOYMENT PROFESSIONALS  
Bill Rate Confirmation



CITY OF  
*Richmond* CALIFORNIA

**Position: Office Specialist (\$25/hr.)**

**Bill Rate: \$39.99**

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
- Payroll taxes and unemployment insurance
- Bonding of employees
- General Liability insurance coverage
- Paying the Associates
- Recruiting and applicant screening
- Benefits for Associates e.g. Holiday pay
- Sick Leave
- Health Care

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**Express Employment Professionals**

**The Richmond Housing Authority**

*Maria Ochoa*

\_\_\_\_\_  
Signature  
03/14/2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Express**  
EMPLOYMENT PROFESSIONALS  
Bill Rate Confirmation



CITY OF  
*Richmond* CALIFORNIA

**Position: Maintenance Worker (\$28/hr.)**

**Bill Rate: \$47.99**

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
- Payroll taxes and unemployment insurance
- Bonding of employees
- General Liability insurance coverage
- Paying the Associates
- Recruiting and applicant screening
- Benefits for Associates e.g. Holiday pay
- Sick Leave
- Health Care

Express Employment Professionals bills for services rendered on a pay-per-hour basis. The above rate(s) will apply to the position(s) we discussed. These rate(s) are subject to adjustments without notice based upon mandated State and Federal changes e.g. increases in Workers' Compensation, Health Care, etc.

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**Express Employment Professionals**

**The Richmond Housing Authority**

*Maria Ochoa*

Signature  
03/14/2019

Signature

Date

Date

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**Express**  
EMPLOYMENT PROFESSIONALS  
Bill Rate Confirmation



CITY OF  
*Richmond* CALIFORNIA

**Position: Maintenance Worker (\$25/hr.)**

**Bill Rate: \$42.99**

The client bill rate includes Express Employment Professionals' absorption of the following expenses:

- Worker's Compensation
- Payroll taxes and unemployment insurance
- Bonding of employees
- General Liability insurance coverage
- Paying the Associates
- Recruiting and applicant screening
- Benefits for Associates e.g. Holiday pay
- Sick Leave
- Health Care

Express Employment Professionals bills for services rendered on a pay-per-hour basis. The above rate(s) will apply to the position(s) we discussed. These rate(s) are subject to adjustments without notice based upon mandated State and Federal changes e.g. increases in Workers' Compensation, Health Care, etc.

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**Express Employment Professionals**

**The Richmond Housing Authority**

*Maria Ochoa*

\_\_\_\_\_  
Signature  
03/14/2019

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

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

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

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

## 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
  - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date
Signature of Authorized Certifying Official	Title

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

- Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
  2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
  3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
  4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
  5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
  6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability <i>(primary and excess limits combined)</i>	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit)</b> .  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability - <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	----- \$0 - \$1 million	----- \$1 million p/o
	----- \$1 million - \$5 million	----- \$2 million p/o
	----- Over \$5 million	----- \$5 million p/o

<b>Required Policy Conditions</b>	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</b></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

<b>City of Richmond - Insurance Requirements - Type 2: Professional Services</b>
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**Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City ***before work may begin.*** The City of Richmond reserves the right to require complete, certified copies of all required Insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.





HOUSING AUTHORITY

# AGENDA REPORT

**DATE:** June 15, 2021

**TO:** Chair Butt and Members of the Richmond Housing Authority Board of Commissioners

**FROM:** Nannette Beacham, Richmond Housing Authority Executive Director  
Gabino Arredondo, Project Manager

**SUBJECT:** CONTRACT AMENDMENT WITH INTERGRADED SECURITY MANAGEMENT GROUP FOR SECURITY SERVICES

## STATEMENT OF THE ISSUE

The Richmond Housing Authority (RHA) requires security services. The RHA and City staff members in collaboration with the Richmond Police Department completed a competitive process to procure security services and chose Intergraded Security Management Group (ISMG). Staff is seeking a contract amendment to increase the payment limit and time to facilitate service. It is essential that security services remain uninterrupted.

## RECOMMENDED ACTION

ADOPT a resolution approving a contract amendment with Intergraded Security Management Group (ISMG) for security services at Nevin Plaza and Hacienda in the amount of \$774,939, for a total not to exceed amount of \$2,178,511, ending August 1, 2023 - Richmond Housing Authority (Nannette J. Beacham 621-1309).

## FINANCIAL IMPACT OF RECOMMENDATION

Funding for this service is pursuant to the U.S. Housing and Urban Development annual allocation of Operating Subsidy and Capital Fund; and Rent from Public Housing residents (Account strings: FY 2021, \$49,358 44141191-400218 Hacienda and 44444191-400218 \$150,581 Nevin; FY 2022, \$575,000 44444191-400218).

## **DISCUSSION**

The Richmond Housing Authority (RHA) requires security services both at the occupied Nevin Plaza Development and the vacant Hacienda property. The security services at the Hacienda property will no longer be needed beginning in June 2021. RHA previously utilized the competitive selection process of the City of Richmond Police Department (RPD) to select the current security company at RHA sites.

On November 27, 2018, the Request for Proposals (RFP) for Unarmed Security Guard Services was posted. Through Bids Online, 487 vendors were notified of the RFP. 24 prospective bidders downloaded the RFP. Throughout the RFP open period prospective bidders had opportunities to ask questions and receive answers to their inquiries on Bids Online. The RFP was due on December 19, 2018. Thirteen proposals were received.

Staff conducted a two-step process for evaluating and selecting the best security services contractor for the RHA. First, the proposals were evaluated by a panel consisting of representatives from RHA, the RPD, Oakland Housing Authority Police, Department of Infrastructure Maintenance & Operations (DIMO) and the Finance Department. Four proposals were identified as the top candidates and were invited to be interviewed. The committee had additional questions to the vendors and requested additional responses.

Staff recommended and the Board approved a contract with ISMG as the contractor to service RHA properties for security services based on their experience working with other Housing Authorities and multifamily developments with diverse populations. On September 15, 2020, the RHA Board of Commissioners adopted a resolution approving a second contract amendment with ISMG for security services at Nevin Plaza and Hacienda in the amount of \$667,732, for a total amount not to exceed \$1,403,572, with a one-year optional extension.

The performance of ISMG has been satisfactory, therefore RHA is seeking a third contract amendment to increase the payment limit and time to continue with ISMG security services. The security contract funds two security personnel at Nevin Plaza Development and one at Hacienda 24 hours a day.

## **ATTACHMENTS:**

- Attachment 1 - Resolution
- Attachment 2 - Contract Amendment # 3
- Attachment 3 - Contract Amendment # 2
- Attachment 4 - Contract Amendment # 1
- Attachment 5 - Original Contract

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND AUTHORIZING A CONTRACT AMENDMENT WITH INTERGRADED SECURITY MANAGEMENT GROUP FOR SECURITY SERVICES AT NEVIN PLAZA AND HACIENDA IN THE AMOUNT OF \$774,939, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$2,178,511, ENDING AUGUST 1, 2023**

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**WHEREAS**, RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, RHA remains obligated and committed to performing all HUD required functions, and providing quality service to local program participants; and

**WHEREAS**, RHA owns and manages 244 units of rental housing; and

**WHEREAS**, the RHA requires security services for two Public Housing Developments known as the Hacienda and Nevin Plaza Apartments; and

**WHEREAS**, the Hacienda is vacant and has been subject to squatters and vandalism; and

**WHEREAS**, Nevin Plaza apartments is currently occupied by senior and disabled households; and

**WHEREAS**, after a comprehensive procurement process Intergraded Security Management Group was chosen as the preferred security services contractor; and

**WHEREAS**, Intergraded Security Management Group is offering services that are consistent with RHA needs and service expectations; and

**WHEREAS**, Intergraded Security Management Group is amenable to RHA modifying the services in response to RHA's changing needs.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA THAT** the Executive Director is authorized to execute a contract amendment with Intergraded Security Management Group for security services at Nevin Plaza and Hacienda in the amount of \$774,939, for a total not to exceed amount of \$2,178,511, ending August 1, 2023

**BE IT FURTHER RESOLVED** that the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

\*\*\*\*\*

I certify that the foregoing resolution was passed and adopted by the Richmond Housing Authority Board of Commissioners held on June 1, 2021 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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Chairperson

ATTEST:

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Secretary

Approved as to form:

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Attorney

**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

<b>Department: Richmond Housing Authority</b>	<b>Project Manager: Nannette J. Beacham</b>
<b>Project Manager E-mail:</b>	<b>Project Manager Phone No. 510-621-1309</b>
<b>P.R.</b>	<b>Contract/P.O. No. 4881/14079</b>
<b>Description of Services : Unarmed security guard services for the public housing developments</b>	
<b>Amendment No. 3 modifies the:</b>	
<b>X Term and Payment Limit            x Payment Limit            x Term            x Service Plan</b>	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Intergraded Security Management Group

Street Address: 10201 Trademark Street Suite C

City, State, Zip Code: Rancho Cucamonga, CA 91730

Contact Person: Emilio Olguin

Telephone: 909-510-4358                      Email: Emilio@ismg.co

Business License No: 40059006            / Expiration Date: 7/30/2021

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on August 1, 2019. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and Intergraded Security Management Group

Amendment No. 3

Contract No. 4881

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By \_\_\_\_\_

Title: \_\_\_\_\_

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

List of Attachments:

- 1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

**AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 08/01/2019  
and it terminates 8/01/2023 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ 774,939. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 2,178,511."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

Department: Richmond Housing Authority	Project Manager: Nannette J. Beacham
Project Manager E-mail:	Project Manager Phone No. 510-621-1309
P.R.	Contract/P.O. No. 4881/14079
Description of Services : Unarmed security guard services for the public housing developments	
Amendment No. 2 modifies the:	
<input type="checkbox"/> Term and Payment Limit	<input checked="" type="checkbox"/> Payment Limit
<input type="checkbox"/> Term	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Intergraded Security Management Group

Street Address: 10201 Trademark Street Suite C

City, State, Zip Code: Rancho Cucamonga, CA 91730

Contact Person: Emilio OIguin

Telephone: 909-510-4358

Email: Emilio@ismg.co

Business License No: 40059006 / Expiration Date: 7/30/2020

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on August 1, 2019. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and Intergraded Security Management Group

Amendment No. 2

Contract No. 4881

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By [Signature]  
Title: Executive Director

CONTRACTOR:

\_\_\_\_\_  
(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]  
Title: Vice President

\_\_\_\_\_  
(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By [Signature]  
Title: Secretary

- List of Attachments:  
1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms)  
(Complete the notary acknowledgments attached hereto)

Contract Amendment between the Housing Authority of  
the City of Richmond and  
Intergraded Security Management Group

Amendment No. 2

Contract No. 4881

**AMENDMENT PROVISIONS (PAYMENT LIMIT)**

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$667,732. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$1,403,572."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.



**RICHMOND HOUSING AUTHORITY  
CONTRACT AMENDMENT**

Department: Richmond Housing Authority	Project Manager: Nannette J. Beacham
Project Manager E-mail:	Project Manager Phone No. 510-621-1309
P.R.	Contract/P.O. No. 4881/14079
Description of Services : Unarmed security guard services for the public housing developments	
Amendment No. modifies the:	
<input type="checkbox"/> Term and Payment Limit <input type="checkbox"/> Payment Limit <input checked="" type="checkbox"/> Term <input type="checkbox"/> Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: Intergraded Security Management Group  
 Street Address: 10201 Trademark Street Suite C  
 City, State, Zip Code: Rancho Cucamonga, CA 91730  
 Contact Person: Emilio Olguin  
 Telephone: 909-510-4358      Email: Emilio@ismg.co  
 Business License No: 40059006      / Expiration Date: 7/30/2020

A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on August 1, 2019. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and Intergraded Security Management Group

Amendment No. 1

Contract No. 4881

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By

Title:

*Samuel Beach*  
*Executive Director*

CONTRACTOR:

Intergraded Security Management Group

(\*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By

Title:

Emilio Olguin

Vice President

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By

Title:

Ashley Olguin

Secretary

List of Attachments:

1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms)  
(Complete the notary acknowledgments attached hereto)

Contract Amendment between the Housing Authority of  
the City of Richmond and  
Intergraded Security Management Group

---

Amendment No. 1

Contract No. 4881

**AMENDMENT PROVISIONS (TERM)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 08/01/2019 and it terminates 8/01/2021 unless sooner terminated as provided herein."



RICHMOND HOUSING AUTHORITY  
PURCHASE OF SERVICES CONTRACT

Project Mgr: Nannette J. Beacham Project Mgr Phone No: (510)621-1309

Project Description: Unarmed security guard services for the public housing developments

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) Intergraded Security Management Group

(Street Address) 10201 Trademark Street Suite C

(City, State, Zip Code) Rancho Cucamonga, CA

(Taxpayer ID No.) 27-2646690

(Vendor No.)

(Richmond Business License No.) 40059006 (Expiration Date) 07/30/2020

An California  corporation,  partnership,  private individual,  nonprofit corporation,  religious institution,  sole proprietor,  other

(Please check appropriate box)

2. Term. The effective date of this Contract is 08/01/2019 and it terminates 08/01/2020 unless terminated as provided herein.
3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 735,840. The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and, is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

Authority's Obligations. Authority shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any), which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF  
THE CITY OF RICHMOND

By *Hannah Beacham*  
Title *Executive Director*  
Date Signed *09/25/2019*

CONTRACTOR:

**Emilio Olguin**  
Digitally signed by Emilio Olguin  
DN: cn=Emilio Olguin, o=ISMG, ou,  
email=emilio@ismg.co, c=US  
Date: 2019.08.22 14:59:22 -07'00'

By Emilio Olguin  
Title Vice President  
Date Signed 08/01/2019

LIST OF ATTACHMENTS:

Service Plan  
Payment Provisions  
Insurance Provisions  
General Conditions  
Special Conditions

(\*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By **Emilio Olguin**  
Digitally signed by Emilio Olguin  
DN: cn=Emilio Olguin, o=ISMG, ou,  
email=emilio@ismg.co, c=US  
Date: 2019.08.22 14:59:59 -07'00'

Title CFO  
Date Signed 08/01/2019

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

SERVICE PLAN

See the Special Conditions page.

## PAYMENT PROVISIONS

*(PLEASE NOTE THAT THE HOUSING AUTHORITY OF THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ADMINISTRATOR IF THE TOTAL EXCESS CONTRACT AMOUNT DOES NOT EXCEED \$10,000.00 OR WITHOUT THE PRIOR APPROVAL OF THE AGENCY BOARD IF THE TOTAL EXCESS CONTRACT AMOUNT IS OVER \$10,000.00.)*

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: Accounts Payable, Finance  
Department Project Manager: Nannette J. Beacham  
P. O. Box 4046  
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Emilio Olguin before payments shall be authorized.
5. The Authority shall pay invoice(s) within 45 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
6. A business license from the City of Richmond shall be obtained before any" payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

## INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

## GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.

### Records.

- 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
- 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.

4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.

### 5. Termination.

- 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
- 5.2 Failure to Perform.
  - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY's Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.

9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.

10. Choice of Law and Jurisdiction.

10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.

10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.

12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR'S obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.

14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.

16. Confidentiality.

16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.

18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.

19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.
22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

25. Changes and Extra Work.

25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.

25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.

25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.

25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

Performance and Final Acceptance.

27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications

thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nannette J. Beacham

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330 24th Street

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Richmond, Ca 94804

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30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Emilio Olguin

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10201 Trademark Street Suite C

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Rancho Cucamonga, Ca 91730

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31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

**Special Conditions:**

1. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non- Construction Contracts Sections I" (HUD-5370-C), "Certifications and Representations of Offerors" (HUD-5369-C), and "Certification Regarding Debarment and Suspension" (HUD-2992) which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached documents, the terms and conditions set forth in the attached documents shall take precedence and shall prevail.
  
2. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond— Insurance Requirements — Type 2: "Professional Services" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".

**Scope of Work**

- Outlined in the RHA RFP for Unarmed Security Guard Services, pages 4-10, attached.

### **III. SCOPE OF WORK**

The Richmond Housing Authority manages and requires security guard services for the Public Housing Developments and Authority owned properties, which includes the following facilities:

#### **Nevin Plaza Senior and Disabled located at 2400 Nevin Avenue**

Nevin Plaza is a 142 unit high rise. Tenants include both senior and disabled households. The office hours of operation for this building are 8:30 a.m. to 4:30 p.m. (weekdays). The desired security hours are 24hour, seven days a week. There are security cameras and recording instruments at this site, as well as all entrances are equipped with a key card system operated by touch-pad entry. There is a secured (gated) parking lot at this development.

#### **Hacienda Housing Complex located at 1300 Roosevelt Avenue**

Hacienda Housing Complex is a 150 apartment complex that is totally vacant. The desired security hours are 24 hour, seven days a week. The site has lockable gates and steel window guards on ground floor and second floor openings (windows and doors). A portion of the site is an un-secured parking lot.

The desired Security Services, described herein, may be altered at RHA's sole discretion, as the need of services could change in the coming years along with the number of housing units requiring security services.

## Description of Duties at Nevin Plaza

The selected security services company shall provide all labor and equipment to perform the following security services, and in addition to, the requirements of **Exhibit A – “Procedures for Security Services at the Public Housing Developments and Authority Owned Properties”**.

A. Security Guard Requirements: Security Guards performing services under the contract to be executed based on this RFP must:

- Be 18 years of age or older.
- Have completed training and be licensed to provide security services.
- Security contractor personnel shall not be issued less lethal or lethal equipment. Security contractor personnel shall only be authorized to carry a flashlight and mace/pepper spray. Firearms, handcuffs, nightstick/collapsible baton, etc., are prohibited under this RFP.
- Security personnel shall be attired in a traditional security-style uniform color and design, or professional attire with the Security logo presented on a professional including their names and the name of the Security company. The security contractor shall ensure that the color and style of uniforms is distinguishable from the Richmond Police Department.
- Comply with the requirements of the security company’s Employee Handbook.
- Pass a criminal background check

B. Patrol Duties: Security Guards shall sign-in at the start of their shift at the designated location, typically the management office, and patrol and provide security checks at key points in each community to provide maximum security for the residents and property. These security checks shall be varied and conducted randomly throughout each shift.

Contractor will be required to install and utilize a Security Deggy System or equal system at Nevin Plaza. Prior installation of the Deggy or equal system, RHA’s Executive Director or designee Management must approve of the locations where checkpoints will be mounted. Contractor shall provide RHA with the necessary software/access so that RHA can monitor and view reports of the Security Guards Patrols from an RHA computer. (Verification should be submitted weekly to the Executive Director or designee).

1. One guard will remain on duty at all time at the front entrance, 2400 Nevin Avenue.
2. A second guard will provide roving coverage of the entire site, both interior areas and exterior areas.

C. Methods of Patrol and Communication. On-foot patrols are the only options due to the property configuration. In order to ensure continuity of services and that the Security Guards become familiar with the residents and dynamics of each community, the security company shall ensure that specific Security Guards assigned to each community remain constant over time and shall make all efforts to not change Security Guards during the term of the contract to be executed based on this RFP. Security Guards must:

- Be equipped with a **radio and/or cellular phone** in order to maintain direct communication with one another during the time when both guards are on duty at any of the communities;
- Be equipped with cellular phones in order to receive and respond to calls from

residents, homeowners, agency site staff or Management at all times and make calls to police and fire when needed. The contact telephone number for the Security Guards may not be changed during the term of the contract to be executed based on this RFP.

- Respond within 30 minutes or less to telephone calls from residents, agency staff, or management.
  - Maintain and have available at all times while on duty a list of key community and management contacts and make direct contact with on-duty RHA management and/or agency staff as necessary.
  - Complete a one-time orientation with the RHA Resident Manager and other key management of RHA before beginning patrol duties at the locations.
- D. Communications with Residents. Security Guards shall interact positively and encourage effective communication with residents. A supervisor of the security company will attend monthly meetings of the Nevin Plaza Resident Council in order to receive reports from the council and other residents, and to report on security matters, representing the security company.
- E. Communication with the Richmond Police Department (RPD). Officers of the RPD are a critical element in maintaining security and law enforcement at the properties listed herein. The security company shall ensure that the Security Guards work cooperatively with, and establish and maintain good, positive communications with the RPD and the Community Policing officers assigned to the geographic area.
- F. Domestic Violence. Security Guards must record domestic violence and other family disturbances and contact the RPD and RHA personnel immediately.
- G. Cooperation with RHA Personnel. The security company and its Security Guards shall work cooperatively with the RHA Project Managers, the Resident Managers and staff.
- H. Premises Checks. On each shift, Security Guards shall patrol properties, including the perimeter of the properties, areas of high activity, and agency and management offices, as specified by RHA. Security Guards shall make daily checks of locks and gates leading into the property, and intermittently patrol the perimeter and/or fenced area. Must observe and report unpermitted activity.
- I. Interaction with Loiterers. Security Guards shall assist with enforcing "No Trespassing" rules, identify loiterers and trespassers, and escort violators to their residences or off the premises as applicable.
- J. Drug or Suspicious Activity. Security Guards shall identify persons and/or residential units involved in drug or suspicious activity, and note the destinations of such individuals within each community and/or their associations, and shall notify RPD and RHA personnel.
- K. Deterrence Through Enforcement. Security Guards shall maintain a visible presence in the community, assist in enforcing the community rules, and inform residents and guests of community rules and trespass policies.
- L. Complaints by Residents. Any complaints about other residents, about problems encountered by visitors or guests that Security Guards receive shall immediately be logged, documented, and referred to the RHA designated staff or other representatives of RHA management, as appropriate.

- M. Daily Log. Security Guards shall record or document any unusual or suspicious activity into an incident log, which will remain in the management office or a designated location. Log should be available to RHA Management at all times.
- N. Illegal Dumping and Disposal. Security Guards shall monitor the entire sites for improper or illegal dumping of trash, furniture or any debris into common areas. Security Guards shall record information on the vehicles involved, shall attempt to identify the individuals, and shall contact RPD for ticketing and/or arrest, if opportunity arises. Security Guards shall contact violators and advise them to cease dumping, and shall notify the on-call Resident Manager, as appropriate, for follow-up action.
- O. Alarm Responses. When a Security Guard is on duty, he/she will respond appropriately to all alarms.
- P. Security Representative and/or Officer. Staff must attend monthly resident meeting.
- Q. Supervisors. Off-site supervisors must visit a minimum of 4 (four) times per week after hours between 6:00pm to 6:00am.

#### **Description of Duties at Hacienda**

The selected security services company shall provide all labor and/or technology and equipment to perform the following security services, and in addition to, the requirements of **Exhibit A – “Procedures for Security Services at the Public Housing Developments and Authority Owned Properties”**. **Contractor may utilized security guards, monitoring and communication equipment, or a combination of the two to monitor the site.**

**Proposals shall fully identify the methods and technology that will be relied upon to monitor and secure the site, whether personnel, technology or combination of the two.**

- A. Site monitoring and response (To the extent that guards are utilized):
- Be 18 years of age or older.
  - Have completed training and be licensed to provide security services.
  - Not be armed. However, Security Guards may carry pepper spray.
  - Be in uniform at all times while on duty. Uniform must identify them as Security including their names and the name of the Security company.
  - Comply with the requirements of the security company’s Employee Handbook.
  - Pass a criminal background check
- B. Patrol Duties (To the extent that guards are utilized): Security Guards shall sign-in at the start of their shift at the designated location, typically the management office, and patrol and provide security checks at key points in each community to provide maximum security for the residents and property. These security checks shall be varied and conducted randomly throughout each shift.

C. Methods of Patrol and Communication (To the extent that Security Guards are utilized), they must:

- Be equipped with a **radio and/or cellular phone** in order to maintain direct communication with one another during the time when both guards are on duty;
- Be equipped with cellular phone in order to receive and respond to calls from residents, homeowners, agency site staff or Management at all times. The contact telephone number for the Security Guards may not be changed during the term of the contract to be executed based on this RFP.
- Respond within 30 minutes or less to telephone calls from agency staff, or management.
- Maintain and have available at all times while on duty a list of key community and management contacts, and make direct contact with on-duty RHA management and/or agency staff as necessary.
- Complete a one-time orientation with the RHA Management before beginning patrol duties at the locations.

D. Communication with the Richmond Police Department (RPD). Officers of the RPD are a critical element in maintaining security and law enforcement at the properties listed herein. The security company shall ensure that the Security Guards work cooperatively with, and establish and maintain good, positive communications with the RPD and the Community Policing officers assigned to the geographic area.

E. Cooperation with RHA Personnel. The security company and its Security Guards shall work cooperatively with the RHA Project Managers and staff.

F. Premises Checks. On each shift, Security Guards shall patrol properties, including the perimeter of the properties, areas of high activity, and agency as specified by RHA. Security Guards shall make daily checks of locks and gates leading into the property, and intermittently patrol the perimeter and/or fenced area. Must observe and report unpermitted activity.

G. Interaction with Loiterers. Security Guards shall assist with enforcing "No Trespassing" rules, identify loiterers and trespassers, and escort violators to their residences or off the premises as applicable.

H. Daily Log. Security Guards shall record or document any unusual or suspicious activity into an incident log, which will remain in the management office or a designated location. Log should be available to RHA Management at all times.

I. Illegal Dumping and Disposal. Security Guards shall monitor the entire sites for improper or illegal dumping of trash, furniture or any debris into common areas. Security Guards shall record information on the vehicles involved, shall attempt to identify the individuals, and shall contact RPD for ticketing and/or arrest, if opportunity arises. Security Guards shall contact violators and advise them to cease dumping, and shall notify the on-call Resident Manager, as appropriate, for follow-up action.

J. Alarm Responses. When a Security Guard is on duty, he/she will respond appropriately to all alarms.

K. Supervisors. Off-site supervisors must visit a minimum of 4 (four) times per week after hours between 6:00pm to 6:00am.

#### **IV. CONTRACT TERM and OTHER PROVISIONS**

**Contract Term:** The Richmond Housing Authority intends to award (two) separate one (1) year contracts with the option to execute two one-year contract extensions for each contract.

To qualify for a contract with the Authority or to perform services pursuant to this RFP the Contractor, as well as staff employed by the contractor must possess a valid California State Security Guard License, through the California Department of Consumer Affairs, Bureau of Security and Investigative Services, in the name of the Contractor or its own individual business name, as well as the individual performing the service. A copy of the license must accompany your response. Contractor must have five (5) years' experience licensed by the State of California.

**Licenses:** The successful Contractor(s) and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived. Prior to the start of work, the successful Contractor shall obtain all other required permits from the City of Richmond, for which the fees will not be waived. The successful Contractor shall also obtain any other permits required from other agencies for the completion of the project, for which the fees will not be waived.

**General Conditions of the Contract:** Contractor(s) and all subcontractors shall comply with Instructions to Offerors non-Construction (HUD Form 5369-B, Attachment 1), Certifications and Representations of Offerors Non-Construction Contract (HUD Form 5369-C, Attachment 2), General Conditions for Non-Construction Contracts (HUD Form 5370-C, Attachment 3), and Certification Regarding Debarment and Suspension (HUD Form 2992, Attachment 4) which are incorporated into the Contract Documents by this reference.

**Compliance with City Ordinances:** The contractor(s) and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance (Richmond Municipal Code (RMC) Chapter 2.28), Business Opportunity Ordinance (RMC Chapter 2.50), Local Employment Program Ordinance (RMC Chapter 2.56), and Living Wage Ordinance (RMC Chapter 2.60), which are incorporated into the Contract Documents by this reference.

**Insurance Requirements:** Contractor(s) shall maintain in full force and effect during the entire contract term the Insurance Requirements as described in "City of Richmond - Insurance Requirements - Type 1: Consultants and Contractors", attachment 5.

**Non-collusion Affidavit:** By submitting a bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

**Exceptions to this Request for Proposals and/or Contract**

The proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to the City of Richmond Housing Authority's Standard Services Agreement -- (Attachment 7). If the proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of RHA's Standard Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the RHA's Standard Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) greater than \$100,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# Certifications and Representations of Offerors

## Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

### 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

 8/1/19

Signature & Date:

EMILIO OLCOVICH

Typed or Printed Name:

VICE PRESIDENT

Title:

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant	Date 8/1/19
Signature of Authorized Certifying Official	Title

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability <i>(primary and excess limits combined)</i>	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit)</b> .  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability - <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</b></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

**Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.