COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • www.lacdc.org • TTY: 323.838.7449

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

March 8, 2005

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

AWARD ONE-YEAR AGREEMENTS TO PROVIDE COPIER PAPER, SPECIALTY PAPER AND MISCELLANEOUS PRINTING SUPPLIES (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Approve and authorize the Executive Director of the Community Development Commission to execute one-year Copier Paper, Specialty Paper and Miscellaneous Printing Supplies Agreements (Agreements) with Keldon Paper Company and Kirk Paper, Packaging & Graphics (Vendors), using the form of the attached agreement, to provide copier paper, specialty paper and miscellaneous printing supplies on an as-needed basis, to be effective following approval as to form by County Counsel and execution by all parties, and to use for this purpose a maximum aggregate amount of $41,500, included in the Commission's approved Fiscal Year 2004-2005 budget.

2. Authorize the Executive Director to execute amendments to the one-year Agreements, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments, and to increase the total amount of compensation for the second and third years to a maximum aggregate amount of $86,400 and $90,700 respectively, using funds to be included in the Commission's approved budgets through the annual budget process.

3. Authorize the Executive Director of the Commission to receive from the Housing Authority a total of up to $125,400 for the Housing Authority's share of copier paper, specialty paper and miscellaneous printing supplies received from the Vendors under all three years of the Agreements, if fully extended, comprised of $27,000 for the first year, $48,000 for the second year and $50,400 for the third year, and to incorporate these funds into the Commission's approved budget, as needed.

4. Authorize the Executive Director to increase compensation under the Agreements by a total maximum aggregate amount of $10,930 for any unforeseen costs and projects, for all three years of the Agreements, if fully extended, using the same source of funds described above and to receive from the Housing Authority up to $10,930 for the Housing Authority's share of any unforeseen costs and projects.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Approve the expenditure of an aggregate of up to $125,400 for copier paper, specialty paper and miscellaneous printing supplies provided to the Housing Authority under the attached one-year Copier Paper, Specialty Paper and Miscellaneous Printing Supplies Agreements (Agreements), with two, one-year extensions, between the Community Development Commission of the County of Los Angeles and Keldon Paper Company and Kirk Paper, Packaging & Graphics (Vendors).

2. Authorize the Executive Director of the Housing Authority to transfer to the Commission up to $125,400 for its share of copier paper, specialty paper and miscellaneous printing supplies received from the Vendors under all three years of the Agreements, if fully extended, comprised of approximately $27,000 for the first year, $48,000 for the second year and $50,400 for the third year, and to use for this

purpose funds included in the Housing Authority's approved Fiscal Year budgets.

3. Approve the expenditure of additional funds up to a maximum aggregate of $10,930 for all three years of the Agreements, if fully extended, for any unforeseen costs and projects; and authorize the Executive Director of the Housing Authority to transfer to the Commission up to $10,930 for this purpose, using the same source of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to enter into Agreements to retain the services of the Vendors to provide needed copier paper, specialty paper and miscellaneous printing supplies.

FISCAL IMPACT/ FINANCING:

There is no impact on the County general fund. The maximum aggregate amount for all years of the Agreements, if fully extended, will be $218,600, comprised of $93,200 for the Commission and $125,400 for the Housing Authority. The Commission is entering into the Agreements with the Vendors. The Housing Authority will reimburse the Commission for its share of copier paper, specialty paper and miscellaneous printing supplies received from the Vendors.

During the first year of the Agreements, the Commission will use a maximum aggregate of $14,500, included in the Commission's approved Fiscal Year 2004-2005 budget. After the first year, the Commission may extend the Agreements for an additional two years, in one-year increments, contingent upon availability of funds. If extended, compensation for the second and third years of the Agreements will not exceed a maximum aggregate amount of $38,400 and $40,300 respectively, using funds to be incorporated into the Commission's approved budgets through the annual budget process.

During the first year of the Agreements, the Housing Authority will use a maximum aggregate of $27,000, included the Housing Authority's approved Fiscal Year 2004-2005 budget. If the Agreements are extended, compensation for the second and third years will not exceed a maximum aggregate amount of $48,000 and $50,400 respectively, using funds to be included in the Housing Authority's approved budgets through the annual budget process.

An approximate five percent contingency, in the maximum aggregate amount of $10,930 is also being set aside for all three years of the Agreements for unforeseen costs and projects.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The proposed Agreements define the copier paper, specialty paper and miscellaneous printing supplies to be provided by the Vendors. Over the initial one-year term, as needed, the Vendors will provide copier paper, specialty paper and miscellaneous printing supplies. The paper will be used in all Commission and Housing Authority copiers and printers. Paper products are also used in the print shop for in-house printing projects such as: annual budget reports, Commission and Housing Authority newsletters, Section 8 rent statements, Commission and Housing Authority letterhead, envelopes, and all forms. Some of the printing supplies that will be requested include custom color inks, and pressroom, packaging, shrink-wrap and lamination supplies.

The Agreements may also be extended for a maximum of two years, in one-year increments.

The cost of supplies will not exceed the costs accepted on the Cost Sheets submitted with the bids in response to the Invitation for Bids or the negotiated dollar amount for individual orders.

Should the Vendors require additional or replacement personnel during the term of the Agreements, they will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The Vendors will contact the County's GAIN/GROW Division for a list of participants by job category.

County Counsel has reviewed this letter. At its meeting of February 23, 2005, the Housing Commission recommended approval of the Agreements. The Agreements will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), this action is excluded from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

On October 12, 2004, an Invitation For Bids (IFB) process was initiated to identify vendors to provide copier paper, specialty paper and miscellaneous printing supplies. An IFB announcement was mailed to 84 vendors identified from the Commission's vendor list. Announcements appeared in seven local newspapers and on the County's WebVen site. A copy of the IFB also was posted on the Commission's website.

By the deadline of November 2, 2004, bids were received from two vendors and reviewed. The bids from Keldon Paper Company and Kirk Paper, Packaging & Graphics were determined to be responsive to the requirements set forth in the IFB and are being recommended for inclusion on a list of vendors to be utilized on an as needed basis for copier paper, specialty paper and miscellaneous printing supplies.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS:

The proposed Agreements will provide copier paper, specialty paper and miscellaneous printing supplies for the Community Development Commission and the Housing Authority.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:sj

Attachments: 2

ATTACHMENT A

AGREEMENTS FOR COPIER PAPER, SPECIALTY PAPER AND MISCELLANEOUS PRINTING SUPPLIES

Summary of Outreach Activities

On October 12, 2004, the following outreach was initiated to identify qualified firms to provide copier paper, specialty paper and miscellaneous printing supplies.

A. Invitation for Bids Advertising

Invitation for Bids (IFB) announcements appeared in the following seven local newspapers:

The Daily News
Eastern Group Publications
International Daily News
La Opinion
L.A. Sentinel
Los Angeles Times
Wave Community Newspapers

The announcement was also posted on the County's WebVen Site and on the Commission's website.

B. Distribution of Bid Packets

The Commission's vendor list was used to mail out the IFB to 40 vendors, of which none identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). A total of seven vendors received copies of the IFB either by mail or by downloading the IFB package from the Commission's website.

C. Bid Results

By the deadline of November 2, 2004, IFBs were received from two vendors; neither indicated they are minority or female-owned. The bids from Keldon Paper and Kirk Paper, Packaging & Graphics were reviewed and determined to be responsive to the requirements set forth in the IFB and are, therefore, being recommended for inclusion on a list of vendors to be utilized on an as needed basis for copier paper, specialty paper and miscellaneous printing supplies.

D. Minority/Female Participation – Firms Selected for Pre-Qualified List

Firm Name	Ownership	Employees
Keldon Paper	Non-Minority	12 Total 8 Minorities 1 Woman 67% Minority 8% Woman
Kirk Paper, Packaging & Graphics	Declined to provide information	

The Community Development Commission encourages the participation of minorities and women in the Agreement award process including: providing information about the Community Development Commission and Housing Authority at local and national conferences; conducting seminars for minorities and women regarding the Community Development Commission and Housing Authority's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firms.

The recommendation to award the Copier Paper, Specialty Paper and Miscellaneous Printing Supplies Agreements to the above vendors is being made in accordance with federal regulations, and without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

COPIER PAPER, SPECIALTY PAPER AND MISCELLANEOUS PRINTING SUPPLIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and _____, hereinafter referred to as "Vendor."

RECITAL

1. PURPOSE

Vendor is in the business of providing needed specialty papers and miscellaneous printing supplies. On November 2, 2004 in response to the Invitation for Bids, Vendor submitted a bid to furnish the hereinafter-described copier paper, specialty paper and miscellaneous printing supplies to the Commission.

TERMS AND CONDITIONS

2. TERM

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect until **(insert date)**, unless sooner terminated as provided herein. This Agreement may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

3. VENDOR'S RESPONSIBILITIES

Vendor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director.

4. COMPENSATION

Vendor will submit to the Commission an invoice on a form approved by the Commission for supplies purchased. Upon receipt and approval, the Commission will pay to the Vendor within thirty (30) days of receipt of the invoice. The yearly amount of compensation under this Agreement will not exceed _____ Dollars ($_____), and the total amount of compensation under this Agreement will not exceed _____ Dollars ($_____).

The cost of supplies will not exceed the costs accepted on the Cost Sheets submitted with the bids in response to the Invitation for Bids or the negotiated dollar amount for individual orders.

Vendor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Vendor after the expiration or other termination of this Agreement. Should Vendor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Vendor. This provision shall survive the expiration or other termination of this Agreement.

5. SOURCES AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Vendor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Commission may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Vendor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement of the making of any determinations with respect to the Vendor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.

7. SUCCESSOR AND ASSIGNMENT

This Agreement may not be assigned by the Vendor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Vendor.

8. CONFIDENTIALITY OF REPORTS

The Vendor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

9. SUBCONTRACTING

The Vendor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The vendor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

10. INSURANCE

Vendor shall procure and maintain at Vendor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Vendor, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor, premises owned, leased or used by the Vendor.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-policy limit	$1,000,000
Disease-each employee	$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than $1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, Commission Risk Management may waive compliance with this contract provision upon written request. Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Vendor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Vendor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

11. INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless the Commission, the Housing Authority, the County, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Vendor's acts and/or omissions arising from and/or relating to this Agreement.

12. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission will evaluate Vendor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Vendor's compliance with all contract terms and performance standards. Vendor deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Vendor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or seek other remedies as specified in this Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement as determined by the Commission to evaluate the performance of the Vendor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Vendor whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Agreement may be terminated by the upon written notice to the Vendor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Vendor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Vendor, and should the Vendor neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Vendor in whole or in part.

B. Should the Vendor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three (3) days by the Vendor, then notice of deficiency thereof in writing will be served upon Vendor by the

Commission. Should the Vendor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Vendor in whole or in part.

C. In the event that a petition of bankruptcy shall be filed by or against the Vendor.

D. If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Vendor under this Agreement shall, at the option of the Commission become its property and the Vendor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. VENDOR'S WARRANTY OF ADHERENCE TO THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Vendor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from Commission through Agreements, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission's Child Support Compliance Program and without limiting Vendor's duty under this Agreement to comply with all applicable provisions of law, Vendor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH THE COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Vendor to maintain compliance with the requirements set forth in Paragraph 15, "Vendor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Vendor under this Agreement. Without limiting the rights and remedies available to Commission under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall

be grounds upon which the Commission Board of Commissioners may terminate this Agreement pursuant to Paragraph 14, "Termination For Cause".

17. POST MOST WANTED DELINQUENT PARENTS LIST

Vendor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Vendor understands that the Commission policy to strongly encourage Commission Vendors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Vendor's place of business. The Child Support Services Department (CSSD) will supply Vendor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Vendor.

19. EMPLOYEES OF VENDOR

Workers' Compensation: Vendor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Vendor. Vendor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: the Commission does not and will not condone any acts, gestures, comments or conduct from the Vendor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Vendor's employees, agents or subcontractors providing services for the Commission. The Vendor assumes all liability for the actions of the Vendor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Vendor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

Vendor certifies under penalty of perjury under the laws of the State of California that the Vendor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Vendor shall comply with all applicable federal, state and local laws governing

safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

22. COMPLIANCE WITH LAWS

The Vendor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of $100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Vendor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Vendor shall comply with the following laws in Sections 23-32, inclusive, and 41-42, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

Vendor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Vendor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

Vendor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination

under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

Vendor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Vendor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Vendor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Vendor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Vendor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Vendor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)

Should Vendor require additional or replacement personnel after the effective date of this Agreement, Vendor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Vendor's minimum qualifications for the open position. Vendor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

28. FEDERAL LOBBYIST REQUIREMENTS

The Vendor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of 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 the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Vendor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.
Failure on the part of the Vendor or persons/subcontractors acting on behalf of the Vendor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Vendor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

The Vendor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor, which shall include suppliers and vendors, is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible contractors.

B. The Vendor is hereby notified that if the Commission acquires information concerning the performance of the Vendor on this or other contracts which indicates that the Vendor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Vendor from bidding on Commission contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Vendor may have with the Commission.

C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

D. If there is evidence that the Vendor may be subject to debarment, the Commission will notify the Vendor in writing of the evidence which is the basis for the proposed debarment and will advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. If the Vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of Commission contractors.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

1. Unless Vendor has demonstrated to the Commission satisfaction either that Vendor is not a "Contractor" as defined under the Jury Service Program or that Vendor qualifies for an exception to the Jury Service Program, Vendor shall have and adhere to a written policy that provides that its Employees shall receive from the Vendor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Vendor or that the Vendor deduct from the Employees' regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission vendor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Vendor is not required to comply with the Jury Service Program when the Contract commences, Vendor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Vendor shall immediately notify Commission if Vendor at any time either comes within the Jury Service Program's definition of "Contractor" or if Vendor no longer qualifies for an exception to the Program. In either event, Vendor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Vendor demonstrate to the Commission's satisfaction that Vendor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Vendor continues to qualify for an exception to the Program.

4. Vendor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Vendor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

Vendor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Vendor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

34. CONFLICT OF INTEREST

The Vendor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission . Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Vendor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

40. NOTICES

Commission shall provide Vendor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: (Contact person)
The Vendor: (Vendor contact person)

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Vendor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Vendor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D* -

Required Contract Notices of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

42. VENDOR'S ACKNOWLEDGMENT OF THE COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Vendor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Vendor understands that it is the Commission's policy to encourage all Commission Vendors to voluntarily post the Commission "Safely Surrendered Baby Law" poster in a prominent position at the Vendor's place of business. The Vendor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Vendor with the poster to be used.

43. ENTIRE AGREEMENT

This Agreement with Attachments A through D constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

A. Detailed Specifications (Bid Quotations)
B. Required Contract Certifications
C. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, the Vendor and the Commission have executed this Contract through their duly authorized officers this _____day of _____, ____.

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By _____
Carlos Jackson
Executive Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Office of County Counsel

(insert name of the Vendor's Company

By _____

APPROVED AS TO PROGRAM:

EMILIO SALAS
Administrative Services Division

By _____
Deputy

By _____
Director