HOUSING AUTHORITY
of the County of Los Angeles
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Commissioners

Carlos Jackson
Executive Director

December 20, 2005

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:

APPROVE RENT COMPARABLE SYSTEM AND RELATED CONSULTING SERVICES CONTRACT FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM (ALL DISTRICTS)
(3 Vote)

CIO RECOMMENDATION: (X) APPROVE
( ) APPROVE WITH MODIFICATION ( ) DISAPPROVE

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of the Housing Authority to execute a one-year Rent Comparable System and Related Consulting Services Contract (Contract), presented in substantially final form, and all related documents, with Market Vision Partners, LLC, in an amount not to exceed $125,000, to provide Internet-based rent reasonableness services for the Section 8 Housing Choice Voucher Program, and to use for this purpose a total of $125,000 in Section 8 Housing Choice Voucher Program Administrative Fees allocated by the U.S. Department of Housing and Urban Development (HUD).

2. Authorize the Executive Director to extend the Contract time of performance for a maximum of two years, in one-year increments, at $70,000 each for the second and third years, using funds to be approved through the annual budget process.

3. Authorize the Executive Director to increase the contract amount by $1,500 in each optional second and third year to provide travel expenses for additional and unforeseen on-site research visits, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the award of a Contract with Market Vision Partners, LLC, for rent comparable and reasonableness consulting services for the Section 8 Housing Choice Voucher Program. Rent reasonableness comparisons are a requirement of the program and a constant necessity in the changing rental market.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The maximum amount for all three years of the Contract, if fully extended will be $265,000, excluding any contingency monies.

The first year of the Contract, in the amount of $125,000, will be funded with Section 8 Housing Choice Voucher Administrative Fees, allocated by HUD and included in the Housing Authority's approved Fiscal Year 2005-2006 budget. Costs for the first year of services include $55,000 for system set up and $70,000 for services.

The second and third years of the Contract will each be funded with $70,000, using funds to be approved through the annual budget process.

A contingency in the amount of $1,500 for each of the second and third years of the Contract, is also being set aside to provide travel expenses for any unforeseen on-site research, using the same yearly source of funds described above.

In compliance with the Chief Information Officer's guidelines, the Housing Authority will utilize the Information Technology Tracking System (ITTS) to monitor project status and contractor performance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Rent comparable determinations are a continuing responsibility of the Section 8 Housing Choice Voucher program. Such determinations establish the allowable rents that participating owners may reasonably charge Section 8 voucher recipients. The Housing Authority currently establishes rent reasonableness through continuing research and inspections by Housing Authority field staff when making initial rent determinations, during the annual re-certification process, and in reviewing appeals by participating owners. This process is resource-intensive and time consuming.

Basing determinations of rent reasonableness on continually-refreshed market data and a reliable, commonly-accepted statistical methodology will significantly reduce time demands on staff, allowing staff to focus on service delivery to constituent clients. The Housing Authority, therefore, wishes to enter into a Contract with Market Vision Partners, LLC, for access to online rent reasonableness reports and research for areas throughout Los Angeles County.

Services to be provided under the proposed Contract will include research and data acquisition to set up a Countywide rent comparables database for all neighborhoods, data entry, data analysis, training for Housing Authority staff and monthly updates to maintain the system's accuracy and reliability.

The proposed rent comparable system provided by Market Vision Partners, LLC meets HUD requirements, as defined in Code of Federal Regulations 982.507, HUD Notice PIH 2003-12 of May 16, 2003.

Should Market Vision Partners, LLC, require additional or replacement personnel during the term of the Contract, it 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. Market Vision Partners, LLC, will contact the County's GAIN/GROW Division for a list of participants by job category.

The Contract will be effective following approval as to form by County Counsel and execution by all parties. On November 16, 2005, the Housing Commission recommended approval of the Contract. In addition, the recommendation to approve the Contract has been approved by the County Chief Information Officer (CIO), based on the attached analysis.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act (NEPA) because it involves administrative 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 August 19, 2005, the Housing Authority initiated an outreach to identify a contractor to provide a rent comparable system and consulting services for the Section 8 Housing Choice Voucher Program. Notices of the availability of the Request for Proposals (RFP) were mailed to 353 firms identified from the Housing Authority's contractor list. Advertisements also appeared in the Los Angeles Times newspaper, on the County's WebVen website and the Housing Authority's website. Ten RFP packages were requested and distributed.

On September 12, 2005, four proposals were received. Two proposals were determined to be non-responsive to the requirements set forth in the RFP. The two remaining proposals were evaluated. The proposal submitted by Market Vision Partners, LLC, was determined to be the most responsive and lowest cost of the two qualified proposals, and is therefore being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS:

The proposed Contract will allow the Housing Authority to improve the efficiency and effectiveness of its efforts to comply with rent reasonableness requirements, permitting improved services to both clients and participating housing owners.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Reviewed by:

JON FULLINWIDER
Chief Information Officer
COUNTY OF LOS ANGELES

Attachments: 3

ATTACHMENT A

RENT COMPARABLE SYSTEM FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Summary of Outreach Activities

On August 19, 2005, the following outreach was initiated to identify a contractor to provide a rent comparable system and consulting services for the Section 8 Housing Choice Voucher Program.

A. Request for Proposals (RFP) Advertising

An RFP announcement appeared in the Los Angeles Times. The announcement was also posted on the County's WebVen website and on the Housing Authority's website. Email notifications were also sent to three vendors (Market Vision Partner, LLC, Applied Real Estate Analysis, Inc., and Emphasis Computer System), per staff request.

B. Distribution of Proposal Packets

The Housing Authority's vendor list was used to mail notices of the RFP to 353 contractors, of which 247 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). As a result of the outreach, 10 proposal packets were requested and distributed.

C. Proposal Results

On September 12, 2005, proposals were received from a total of four firms, two of which identified themselves as minority- or female-owned. Two proposals were determined to be non-responsive to the requirements set forth in the RFP. The two remaining proposals were evaluated. The results were as follows:

	Bid Amount	
Contractor	First Year	Three-Year Total
Market Vision Partners, LLC *	$125,000	$265,000
Applied Real Estate Analysis, Inc. *	$561,049	$1,294,501

*Female-owned

D. Minority/Female Participation – Firm Selected

Firm Name	Ownership	Employees
Market Vision Partners, LLC	Female	Total: 6 0 Minorities 5 Women 0% Minorities 83% Women

E. Minority/Female Participation – Firm Not Selected

Firm Name	Ownership	Employees
Applied Real Estate Analysis, Inc.	Female	Total: 4 3 Minorities 3 Women 75% Minorities 75% Women

The Housing Authority encourages the participation of minorities and women in the contract award process, including: providing information about the Housing Authority at local and national conferences; conducting seminars for minorities and women regarding the 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 firms.

The recommendation to award the Contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

RENT COMPARABLE SYSTEM AND CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, _____, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Marketing Vision Partners, LLC, hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

Contractor is in the business of providing needed Public Housing Software, data collection, implementation, and training services. On September 8, 2005, in response to the Housing Authority's Request for Proposals, Contractor submitted a proposal to furnish access to the hereinafter-described rent comparable system to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

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

3. CONTRACTOR'S RESPONSIBILITIES

Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work in Attachment A.

4. COMPENSATION

The Contractor will submit to the Housing Authority invoices on a form approved by the Housing Authority for services rendered based on the Fee Schedule, Attachment B. The Housing Authority will pay to the Contractor for system set-up services an amount not to exceed Fifty-Five Thousand Dollars ($55,000) in two payment installments. In addition, the Housing Authority will pay to the Contractor for maintaining and operating a rent comparable system and related consulting services an annual amount of compensation under this Contract not to exceed Seventy Thousand Dollars ($70,000) in quarterly payments. The total amount of compensation under this Contract will not exceed One Hundred Twenty Five Thousand Dollars ($125,000) for all services. If the Housing Authority exercises its option to extend this Contract for additional years, the amount of compensation will not exceed Seventy Thousand Dollars ($70,000) for each of the second and third years. In addition, the Housing Authority at its option may extend this Contract by an amount not to exceed One Thousand Five Hundred Dollars ($1,500) for travel expenses for each of the optional second and third years. The total amount of compensation under this Contract if extended for two additional years and if additional travel is authorized will not exceed Two Hundred Sixty-Eight Thousand Dollars ($268,000).

The Contractor shall be paid in accordance with the Housing Authority standard accounts payable system.

The following conditions must be met to fulfill this Contract and ensure prompt payment.

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

5. SOURCES AND APPROPRIATION OF FUNDS

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

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

6. TERMINATION FOR IMPROPER CONSIDERATION

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

The Contractor shall immediately report any attempt by a Housing Authority's 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 Contract may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or his designee. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor 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 Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the commission.

10. INSURANCE

Contractor shall procure and maintain at Contractor's expense for the duration of this Contract 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 Contractor, 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 Housing Authority of the County of Los Angeles ("Housing Authority"), the Community Development Commission of the County of Los Angeles ("Commission"), 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 Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

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 worker's 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, Housing Authority 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 Housing Authority.

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 Housing Authority.

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 Housing Authority.

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

The Contractor shall furnish the Housing Authority 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 Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Contract.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

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

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

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor 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 Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Contractor 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 Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

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

D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five 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 Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, 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 Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, 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 CSSD 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 HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor 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 Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor'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 Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor 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 Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, 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 Contract 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 Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

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

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

Contractor 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

The Contractor 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

The Contractor 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 Contract 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)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor

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 Contractor 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 Contractor will, 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.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract 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 Contractor 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 Contractor 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 Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor 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 Contractor 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 Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor 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) PROGRAM

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 Contractor's minimum qualifications for the open position. The Contractor 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 Contractor 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 Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor 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 Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor 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

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor 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 Housing Authority, Commission, and County to conduct business only with responsible contractors.

B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority, Commission, or County.

C. The Housing Authority 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 Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County,

any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, 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 Housing Authority, Commission, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor 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 Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract 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 Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation 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.

I. These terms shall also apply to subconsultants of County, Housing Authority, or Commission contractors.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

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

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of 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 Housing Authority, or 2) 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority 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 Contract and a copy of the Jury Service Program shall be attached to the Contract.

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

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

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, 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 Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor 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 Contract, 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 (1%) percent 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 Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein 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 Contract 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 Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract 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 Housing Authority 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 Contract.

39. COPYRIGHT

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

40. NOTICES

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

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

The Housing Authority:	Rebecca Craigo, Director Assisted Housing Division 12131 Telegraph Road Santa Fe Springs, CA 90670
The Contractor:	Regina Geissler, CEO Market Vision Partners, LLC PO Box 20506 Lehigh Valley, PA 18002-0506

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 Contractor and the Housing Authority 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 Contractor 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 Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor 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 Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. ENTIRE CONTRACT

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

A. Statement of Work
B. Fee Schedule
C. Required Contract Forms
D. Required Contract Notices

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SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Housing Authority 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

MARKET VISION PARTNERS, LLC

By_____

Regina Geissler
Chief Executive Officer

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By_____
Deputy

APPROVED AS TO PROGRAM:
FINANCIAL MANAGEMENT DIVISION

By_____

Yui Cheng
Director

ATTACHMENT A

STATEMENT OF WORK

ATTACHMENT A

STATEMENT OF WORK

PUBLIC HOUSING SYSTEM AND CONSULTING SERVICES

1.0 SCOPE OF WORK

1.1 General Background

Market Vision Partners, LLC, (hereinafter Contractor) will provide a Rent Comparable System in accordance with the Code of Federal Regulations (CFR) 982.507, HUD Notice PIH 2003-12 issued May 16, 2003 and will update it continuously in accordance to HUD regulation changes by HUD deadlines. The purpose of the Housing Authority's Rent Comparable Database is to ensure the following:

1. A fair rent is paid for units rented under the Housing Choice Voucher and other Housing Programs.
2. The approved rent does not have the effect of inflating rents in the community.

Contractor's system was designed with the purpose of satisfying (CFR) 982.507. The system has been presented to several HUD regional offices and a HUD national statistician.

Contractor's system was in compliance with the May 16, 2003 notice when it was issued; no other significant changes to rent reasonableness regulations have been implemented by HUD since then. When changes to regulations occur, Contractor is responsible for prompt updating of its software.

Implementation of the contract will proceed according to the project plan appended to the end of this Scope of Work.

2.0 GENERAL REQUIREMENTS

2.1. Contractor will assign a Planning/Project Manager to the contract with at least two (2) years of experience with consulting services similar to the services identified in this Statement of Work. The Project Manager position will be filled by Mr. Philip Geissler. Mr. Geissler has three years of experience in Rent Reasonableness Services. Client contact and overall supervision will be maintained by Regina Geissler, CEO, who has five years of rent reasonableness experience out of a total of 20 years of real estate and real estate consulting experience.

2.2. Contractor shall provide qualified and experienced personnel required to perform all work in accordance with the Statement of Work.

2.3 Contractor's system allows end user to enter information for a rental unit to determine the reasonableness of the asking rent. Based upon the user-entered characteristics, the system provides the market derived range of reasonable rent from one standard deviation below the median to one standard deviation above the median. The underlying rent calculation is based upon statistical multiple regression and takes into consideration the following:

2.3.1 The current rent charged for comparable in the private, unassisted market at the time of initial leasing, including any advertised rents being charged by the owner for unassisted units in the same building or premises, provided owner's rental information was collected during market research. Client user may at any time provide information on an owner's unassisted units for inclusion into the database.

2.3.2 The characteristics that contribute to value are all considered in the calculation. The market or reasonable rent for units in all areas is affected by location, bedroom count, overall size of unit, provision of utilities and appliances. The market or reasonable rent in most areas is affected by the type of unit or building. The value contributed by amenities in a unit may vary significantly by market area. The relative value of all of the listed characteristics is calculated by location-based analyses.

2.4 Contractor's system will document the following:

2.4.1 All user-entered identifying information and user-entered characteristics that affect the reasonable rent determination.

2.4.2 The reasonable rent range, allocation of utility costs, and a representative sample of comparable rents used in the underlying rent reasonableness statistical calculation. Since the test is statistical and mathematical in nature, the sample units will not constitute the entire body of data considered in developing the analyses.

2.4.3 The system report will document a certified reasonable rent and approved housing authority rent provided that the asking rent falls within the range of reasonable rent calculated. The system *cannot* correct for user errors such as incorrectly entered size, or faulty quality description.

3.0 SPECIFIC REQUIREMENTS

Rent Comparable System (RCS)

3.1. Contractor will provide access to a completed and tested database with partial data within 60 days and complete collection of rental data 120 days or less from the receipt of a purchase order.

3.2. Contractor will provide online access via standard Internet browser to a RCS based on accurate market data and a reliable, commonly acceptable statistical methodology.

3.3. Contractor will provide a RCS capable of maintaining inquiry and result histories as well as trend reporting for a minimum of two years.

3.4. Contractor will provide timely maintenance of the Rent Comparability Database with a minimum of two updates of the rent comparable data each year.

Unit Types

3.5. Unit types tracked by the RCS will include 1) house; 2) 2-4 units (duplex, triplex or four-plex); 3) 5 or more units - apartments; 4) town homes and condominiums; 5) mobile homes.

Service Area

3.6. Contractor will provide access to a RCS with sufficient and statistically significant data for the service area that shall include all unincorporated areas of Los Angeles County and all cities in Los Angeles County except the 18 cities which have their own Housing Authority: Baldwin Park, Burbank, Compton, Culver City, Glendale, Hawaiian Gardens, Hawthorne, Inglewood, Long Beach, Los Angeles, Norwalk, Pasadena, Pico Rivera, Pomona, Redondo Beach, Santa Monica, South Gate and Torrance.

Training and Technical Assistance

3.7. Contractor shall provide technical support from 7 a.m. – 5 p.m. Pacific Standard Time with off hours support available as necessary. System is fully maintained on an Internet server and does not require any contact with housing authority equipment.

3.8. Contractor shall provide an on-site training session of at least 30 minutes to introduce employees to the RCS. Experience has shown that this is sufficient for most users. Additional follow-up sessions will be arranged by telephone for individuals with specific needs.

3.9. Contractor shall include client support as part of the annual subscription. Toll-free phone or e-mail support will be available during regular business hours. In the event that an inquiry is not immediately connected, a return call will be made within one business day. All requests related to the successful function of the product are included in the annual subscription.

Database and Technical Specifications

3.10. Contractor will provide Internet browser-based access to the RCS database, which is Microsoft SQL Server based, that is capable of supporting 75-150 concurrent Housing Authority users.

3.11. Contractor data will utilize United States Postal Service address standards for all rent comp data entry, all rent reasonableness inquiries and all reporting.

3.12. Contractor shall provide the following operation environment:

3.12.1. Web-enabled queries for staff and clients to retrieve data online.

3.12.2. Contractor grants to the Housing Authority of the County of Los Angeles a license for accessing the RCS application and database. All licensing costs relating to access to the RCS application and database are covered by the annual subscription fee. Assisted Housing staff and clients require only a working computer with Internet access and browser-based software to access the RCS database.

3.12.3. Contractor will perform data maintenance and system updates quickly with minimal to no impact on users daily activities.

3.12.4. Contractor will utilize data archiving utilities for the purpose of keeping large databases performing at optimal levels.

3.12.5. Help Screens are included at appropriate places in the software.

3.11.6 No non-staff access is provided. A report format is provided that staff user may submit to property owner that documents pass/fail status of rent reasonableness, user-entered unit characteristics and representative sample of comparable units. Such comparable units will not be identified by address.

4.0 RESPONSIBILITIES

The Housing Authority's and the Contractor's responsibilities are as follows:

4.1 Housing Authority

The County will administer the Contract according to the Contract. Specific duties will include:

4.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 Preparing amendments in accordance with the Contract,

4.2 Project Manager

4.2.1 Contractor shall provide a full-time Project Manager or designated alternate. The Housing Authority must have access to the Project Manager during all working hours of the week. Contractor shall provide a telephone number where the Company Owner may be reached during working hours.

4.2.2 Company Owner shall act as central point of contact with the Housing Authority. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

4.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the contract. Fee will be adjusted by negotiation between the Housing Authority and the Contractor.

BENCHMARKS AND DEADLINES SCHEDULE

Revision Date: 12/5/05

Los Angeles County Rent Reasonableness Project

System Live Date: 2/20/06

✔	Task Code	Task Category	Task	empl	Actual Start Date	Completion Date	STATUS
			PHASE I INITIAL SET UP PREPARATION				Purchases will not be completed until contract signing.
✔	Set-Up	Professional	Schedule Job	rsg	RFP	11/16/05	COMPLETE
✔	Set-Up	Clerical	Prepare new job folders	bjs	11/17/05	11/17/05	COMPLETE
	Set-Up	*Professional*	*Identify/Database all relevant communities*	*rsg*	*11/7/05*		*IN PROCESS*
✔		Notes:	Source: LA Planning Commission GIS Dept - maps		11/8/05	11/8/05	Contacted
			Maps; statistical areas,				*Purchase pending*
✔			Source: HA list of covered areas			12/2/05	Obtained
✔			Source: USC Lusk Center for Real Estate	rsg	11/9/05	11/9/05	Contacted
			Annual Multifamily Report				*Purchase pending*
✔			Source: Los Angeles Dept of Neighborhood Empowerment	rsg	11/18/05	11/18/05	Complete
✔			Neighborhood listings with boundary descriptions	rsg	11/18/05	11/18/05	Obtained
✔	Set-Up	Professional	Identify all subsidized complexes	png	11/18/05	12/5/05	COMPLETE
✔		Notes:	Source: HUD web site, Affordable housing	png	11/18/05	11/30/05	Obtained
✔			Source: HUD web site, Low income tax credit database	png	11/18/05	11/18/05	Obtained
✔			Source: County-wide Housing Authority sites	png	11/18/05	12/2/05	Obtained
✔			Source: California Registry of Senior Housing	rsg	11/18/05	11/24/05	Obtained
✔			Source: California Housing Finance Agency web site	rsg	11/18/05	11/18/05	Obtained
	Set-Up	*Professional*	*Format and collate all identified complexes*	*rsg*	*12/5/05*		*IN PROCESS*
	Set-Up	*Professional*	*Develop initial master list of complexes*		*11/16/05*		*IN PROCESS*
✔		Notes:	Source: LA County Assessment office list identified	rsg	11/7/05	11/7/05	Contacted
			Database of Apartment Properties				*Purchase pending*
			Sources: Web based phone listings		*12/5/05*		*IN PROCESS*
			Sources: Web based complex listings		*12/5/05*		*IN PROCESS*
			[illegible]				*Pending*
			[illegible]				*Pending*
			[illegible]				
			[illegible]				*Pending*
			[illegible]				
✔	Set-Up	Admin	Prepare Census profiles (used in analysis)	png	11/21/05	11/21/05	COMPLETE
			PHASE II DATA COLLECTION				*Week Target*
	[illegible]	[illegible]	[illegible]		*12/21/05*	*1/20/06*	*3-6*
	[illegible]	[illegible]	[illegible]		*12/21/05*	*12/21/05*	*2*
	[illegible]	[illegible]	[illegible]		*12/21/05*	*1/20/06*	*2-6*
	[illegible]	[illegible]	[illegible]		*12/22/05*	*1/31/06*	*2-6*
	[illegible]	[illegible]	[illegible]		*2/1/06*	*2/1/06*	*7*
			PHASE III DATA ANALYSIS				
	[illegible]	[illegible]	*Analyze data by district and neighborhood &*		*2/2/06*	*2/2/06*	*7*
	[illegible]		*Rosetage areas with data holes*				
	[illegible]	[illegible]	*Collect additional data in poor yield areas*		*2/3/06*	*2/10/06*	*7*
	[illegible]	[illegible]	*Revise and complete ongoing monthly data collection plan*		*2/10/06*	*2/10/06*	*7*
		[illegible]	*60 hours research, 160 hours data entry, 20 hours support*				
			PHASE II DATA COLLECTION COMPLETE				
	[illegible]	[illegible]	*Prepare Site for regression analysis*		*2/13/06*	*2/15/06*	*7*
	[illegible]	[illegible]	*Upload data to system*		*2/16/06*	*2/16/06*	*7*
	[illegible]	[illegible]	*Implement site test methods*		*2/1/06*	*2/16/06*	*7*
			Request list of users from mACLA				
	[illegible]	[illegible]	*Travel to site and training*		*2/20/06*	*2/24/06*	*8*

This document is confidential and proprietary to Market Vision Partners, LLC, and cannot be used, disclosed or duplicated without the prior written consent of Market Vision Partners, LLC. This is an unpublished work protected by federal copyright laws an

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT B

FEE SCHEDULE

RENT COMPARABLE SYSTEM AND CONSULTING SERVICES

INITIAL CONTRACT

I. SYSTEM SETUP

Item	Est. Date	Amount
Initial partial payment of system setup costs	December, 2005	$25,000
Final payment of setup costs	February, 2006	30,000
Subtotal		$55,000

II. RENT COMPARABLE SERVICES

Quarterly Payment #1	February, 2006	$17,500
Quarterly Payment #2	May, 2006	17,500
Quarterly Payment #3	August, 2006	17,500
Quarterly Payment #4	November, 2006	17,500
Subtotal		$70,000

TOTAL CONTRACT PAYMENTS $125,000

OPTIONAL EXTENSION YEAR 1

III. RENT COMPARABLE SERVICES

Quarterly Payment #1	February, 2007	$17,500
Quarterly Payment #2	May, 2007	17,500
Quarterly Payment #3	August, 2007	17,500
Quarterly Payment #4	November, 2007	17,500
Total, Extension Year 1		$70,000

OPTIONAL EXTENSION YEAR 2

IV. RENT COMPARABLE SERVICES

Quarterly Payment #1	February, 2008	$17,500
Quarterly Payment #2	May, 2008	17,500
Quarterly Payment #3	August, 2008	17,500
Quarterly Payment #4	November, 2008	17,500
Total, Extension Year 2		$70,000

COMBINED MAXIMUM CONTRACT COSTS $265,000

ATTACHMENT C

REQUIRED CONTRACT FORMS

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Market Vision Partners, LLC
Vendor's Name

PO BOX 20506, LEHIGH VALLEY PA 18002 0506
Address

043616140
Internal Revenue Service Employer Identification Number

GENERAL

The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America, the State of California, and all local ordinances. The Contractor further certifies that all subcontractors, suppliers, vendors and distributors with whom the Contractor has a contractual relationship are also in compliance with all applicable federal, state and local anti-discriminatory laws. ~~Ver~~ Contractor has made no audit of vendors, but would dissolve relationship with any found to be in violation.

VENDOR'S CERTIFICATION

1. The vendor has a written policy statement prohibiting discrimination in all phases of employment.

2. The vendor periodically conducts a self-analysis or utilization analysis of its work force.

3. The vendor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals of timetables.

Authorized Official:

Name: Regina Geissler Title: CEO

Signature: Regina Geissler Date: 9-8-05

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name:	Market Vision Partners, LLC
Company Address:	PO Box 20506
City:	Lehigh Valley **State:** PA **Zip Code:** 18002-0506
Telephone Number:	1.888.663.8495
Solicitation For (Type of Goods or Services):	Rent Reasonableness Consulting/System

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of $50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"**Dominant in its field of operation**" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"**Affiliate or subsidiary of a business dominant in its field of operation**" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Regina Geissler	**Title:** CEO
Signature: Regina Geissler	**Date:** 9-8-05

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: Market Vision Partners, LLC Date: 9-8-05

Address: PO BOX 20506, LEHIGH VALLEY

State: PA Zip Code: 18002 0506 Phone No.: 1.888.663.8495

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to 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 the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Name: Regina L Geissler Title: CEO

Signature: Regina Geissler Date: 9-8-05

Community Development Commission of the County of Los Angeles
Organization Information Form

I. **FIRM/ORGANIZATION INFORMATION:** If you will be utilizing subcontractors, please copy and forward this document to them for completion as well. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

FIRM NAME: Market Vision Partners, LLC

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation LLC
☐ Non-Profit ☐ Franchise ☐ Other (Please Specify)_____

Total Number of Employees (including owners): 7 , 3FT 4PT

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White		1	1			5

My firm is recognized as a:
☐ Disadvantaged Business ☐ Disabled Veteran Business ☐ Small Business

II. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100%

III. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE. I UNDERSTAND THAT THE COMMISSION RESERVES THE RIGHT TO AUDIT THE ABOVE INFORMATION AT ANY TIME AND THAT I WILL NOTIFY THE COMMISSION IF THERE ARE ANY CHANGES IN THIS FIRM'S OWNERSHIP FROM WHAT WAS STATED ON THIS FORM.

Print Authorized Name	Authorized Signature	Title	Date
Regina Geissler	Regina Geissler	CEO	9-8-05

ATTACHMENT D

REQUIRED CONTRACT NOTICES

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Market Vision Partners, LLC
Company Name

PO Box 20506, Lehigh Valley, PA 18002-0506
Address

04-3616140
Internal Revenue Service Employer Identification Number

Not Applicable
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )

OR

	YES	NO
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	(X)

Regina Geissler

Signature

December 1, 2005
Date

Regina Geissler, CEO
Name and Title (please type or print)

CIO ANALYSIS

RENT COMPARABLE SYSTEM AND RELATED CONSULTING SERVICES CONTRACT FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: One (1) Yr # of Option Yrs Two (2)

Contract Components:

☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Carlos Jackson

Budget Information :

Y-T-D Contract Expenditures	$0
Requested Contract Amount	$268,000
Aggregate Contract Amount	$268,000

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated? No, however, the collection of rent reasonableness information is required by HUD whether manually or automated.
☒	☐	Is this project subvented? If yes, what percentage is offset? The project is 100% subvented using Section 8 Housing Choice Voucher Administrative Fees allocated by the U.S. Department of Housing and Urban Development (HUD).
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? No other departments are involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? The Software system will enable Community Development Commission staff to become more efficient and effective in providing services to citizens of Los Angeles County.
☐	☒	Is this project consistent with the currently approved Department Business Automation Plan? No. The information was collected by CDC staff manually in the past. CDC discovered an automated service that provides these services this Fiscal Year and is contracting for the service.

Yes	No	Question
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? Yes, the software system enables the CDC staff to conduct business electronically through using a browser based software system containing Los Angeles County housing rent reasonableness information.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards? Yes, the software system is browser based application.
☐	☒	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS). No, this contract is for services and is not a development project.

Project/Contract Description:

The Community Development Commission (CDC) is seeking your approval of a contract for a maximum contract sum of $268,000 with Market Vision Partners (Contractor) to provide rent reasonableness information services under the Section 8 Housing Choice Voucher Program. The software will provide CDC staff with information concerning the reasonableness of housing rents being charged by the owners of the rental property throughout Los Angeles County.

Background:

CDC staff currently collects the information concerning the reasonableness of housing rents manually. CDC discovered through discussions with other cities within Los Angeles County that automated services are available to provide this information and issued a competitive solicitation for vendors to provide this information service. The competitive solicitation process identified the Contractor as the highest rated vendor. CDC now wishes to contract with the Contractor to provide the information services utilizing an Internet-based software program set up and hosted by the Contractor. The software program used to provide the rent reasonableness information is named a Rent Comparable System (RCS).

There is no impact on the County's General Fund. The contract amount of $268,000 will be funded with Section 8 Housing Choice Voucher Administrative Fees. The software setup and first year information service costs of $125,000 are included in CDC's approved Fiscal Year 2005-2006 budget. The second and third years of $70,000 each will be funded through the annual budget process and included in future approved Fiscal Year budgets. The second and third years also have a maximum travel allowance of $1,500 for each year for unforeseen on-site research that may be needed.

Project Justification/Benefits:

The project will reduce CDC staff time need to collect information concerning the reasonableness of housing rents manually and allow CDC management to reassign these resources to other duties.

Project Metrics

The Statement Of Work (SOW) for the project defines the RCS software, the rental unit types, the geographical areas covered, the technical assistance required and the database and technical specifications.

The RCS software setup consists of the Contractor entering rental information for geographical areas that are not part of their existing database. CDC has set up an initial payment to initiate this process and a final setup payment when the rental information setup is complete.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved

If this contract is not approved, CDC will continue to devote staff to collect this information concerning the reasonableness of housing rents manually.

Alternatives Considered:

Other alternatives considered would include designing and building the application internally using CDC staff or continuing to obtain the information manually using CDC staff. County of Los Angeles IT Directions Document requests that department and Commissions purchase or use Commercial Off The Shelf (COTS) information technology products whenever possible. CDC has elected this approach.

Project Risks:

The fee schedule for the contract is constructed with an initial setup payment of $25,000 and a final setup payment of $30,000 for the entry of rental information for geographical areas that are not part of their existing database. The setup requires no program modifications; only the entry of new information. The risks to the County are minimal as long as CDC monitors the Contractor's progress.

The RCS application has been in production for several years and has clients within Los Angeles County as well as within the states of Ohio and Pennsylvania. There is no developmental activity and, as such, presents minimal risk to the County.

The yearly service fee payments are due quarterly. The financial exposure for the County is minimal.

Risk Mitigation Measures:

CDC will be monitoring the entry of the rental information for geographical areas that are not part of Contractor's existing database to ensure that the process is completed to CDC's satisfaction.

Financial Analysis:

The financial components of the proposed contract are:

Software setup charges	$55,000
First year use and hosting fee	$70,000
Second year use and hosting fee	$70,000 with $1,500 travel expense maximum
Third year use and hosting fee	$70,000 with $1,500 travel expense maximum
Total contract amount	$268,000

CIO Concerns:

None.

CIO Recommendations:

My office recommends the approval of the proposed contract by the Board.

CIO APPROVAL

Date Received: _____

Prepared by: _____

Date: _____

Approved: _____

Date: _____