



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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

**Carlos Jackson**  
*Executive Director*

September 19, 2006

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

Dear Commissioners:

**APPROVE AGREEMENT FOR FINANCIAL ADVISORY SERVICES WITH THE  
NATIONAL DEVELOPMENT COUNCIL TO PROVIDE FINANCIAL ADVISORY  
SERVICES (ALL DISTRICTS)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the Agreement for Financial Advisory Services (Agreement) with The National Development Council is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activity will not have the potential for causing a significant effect on the environment.
2. Approve the one-year Agreement in the amount of \$72,000, between the Community Development Commission and The National Development Council, a Non-Profit Corporation, to provide financial advisory and professional services for economic development loans funded by the Community Development Block Grant (CDBG) Program.
3. Authorize the Executive Director of the Commission to execute the Agreement, presented in substantially final form, to be effective following approval as to form by County Counsel and execution by all parties; and authorized the Executive Director to use for this purpose Countywide CDBG funds.
4. Authorize the Executive Director of the Commission to execute two one-year extensions to the Agreement, for an annual compensation amount

not exceeding \$72,000 for the second and third years, conditioned upon satisfactory performance and continuation of the CDBG funding described above.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to approve an Agreement with The National Development Council to provide financial advisory and professional services to the Commission.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund.

The first year of the Agreement will be funded with \$72,000 in Countywide CDBG funds included in the Commission's approved Fiscal Year 2006-2007 budget.

Contingent upon satisfactory performance and continued funding, the Agreement may be extended for two additional years, in one-year increments. Compensation for years two and three, if extended, will not exceed \$72,000 annually, using Countywide CDBG funds to be approved through the annual budget process.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Commission administers a number of loan programs using CDBG funds to stimulate economic activity and create jobs throughout Los Angeles County. These programs include: the County Float Loan Program; the County Development Loan Program; the Section 108 Loan Guarantee Program, including the Countywide Loan Program and the Empowerment Zone Loan Program; and other CDBG-funded economic development programs.

The National Development Council is a national firm with a high degree of experience with CDBG-funded economic development programs, including Float Loans, Section 108 and Empowerment Zone loan programs, and the operations of community development financial institutions. The National Development Council in the past has trained Commission loan officers, assisted in the structuring of over \$35 million in Section 108 Loans and \$50 million in Float Loans, and served as financial advisor for the \$20 million Empowerment Zone Loan Program.

The proposed Agreement will provide the consulting services necessary for continued administration of the above loan programs. Services will include providing technical assistance, such as: screening projects for eligibility; structuring loans for specific projects; obtaining assistance in project solicitation, negotiation and processing; developing economic development plans for the reuse of program income; providing

economic development training for Commission employees; and providing services in other aspects of program operations.

Should The National Development Council require additional or replacement personnel during the term of this Agreement, 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 position. The National Development Council will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement is attached hereto in substantially final form and will be effective following approval as to form by County Counsel and execution by all parties.

**ENVIRONMENTAL DOCUMENTATION:**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment.

This action is not subject to the provisions of 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 July 12, 2006, an outreach was initiated to identify a firm to provide financial advisory services for the Commission's CDBG-funded loan programs for Fiscal Years 2006-07, 2007-08 and 2008-09. The Request for Proposals (RFP) was advertised in the Los Angeles Times and listed on the County WebVen website. A Summary of Outreach Activities is provided with this letter as Attachment A.

On August 1, 2006, a total of two proposals were received. Based on the evaluation of both proposals, the Commission has determined that The National Development Council is fully responsive to the RFP and provides the most cost-effective services. Therefore, this firm is being recommended to provide the required financial advisory services.

**IMPACT ON CURRENT PROGRAM:**

The Agreement will provide for the continuation of financial advisory and other professional services required for the CDBG-funded loan programs, and related economic development activities.

Respectfully submitted,



*for* CARLOS JACKSON  
Executive Director

CJ:CC:mlj

Attachments: 2

## **AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and The National Development Council, hereinafter referred to as "Consultant."

### **RECITAL**

#### **1. PURPOSE**

Consultant is in the business of providing needed financial advisory services. On August 1, 2006, in response to the Commission's Request for Proposals, Consultant submitted a proposal to furnish the hereinafter-described Consulting Services for Economic Development Loan Programs services to the Commission.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for 12 months until \_\_\_\_\_, 2007 unless sooner terminated as provided herein. This Agreement may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

#### **3. CONSULTANT'S RESPONSIBILITIES**

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

#### **4. COMPENSATION**

Consultant will submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule and upon receipt and approval, the Commission will pay to the Consultant a monthly payment not to exceed Six Thousand Dollars (\$6,000) within thirty (30) days of receipt of the invoice. The yearly amount of compensation under this Agreement will not exceed Seventy Two Thousand Dollars (\$72,000).

The Consultant shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment.

Consultant will submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

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

#### **5. SOURCES AND APPROPRIATION OF FUNDS**

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

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

#### **6. TERMINATION FOR IMPROPER CONSIDERATION**

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

The Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

**7. SUCCESSOR AND ASSIGNMENT**

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

**8. CONFIDENTIALITY OF REPORTS**

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

**9. SUBCONTRACTING**

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

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

**10. INSURANCE (applicable for service contracts ONLY)**

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

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

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

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing

Authority”), the County of Los Angeles (“County”), and their officials and employees, shall be covered as insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant.

- 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, CDC Risk Management may waive compliance with this provision upon written request. Any self-insurance program and self-insured retention must be separately approved by the Commission.

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

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

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

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

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

#### **11. INDEMNIFICATION**

Consultant shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles and the County of Los Angeles, 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 Consultant's acts and/or omissions arising from and/or relating to this Agreement.

#### **12. COMMISSION'S QUALITY ASSURANCE PLAN**

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

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

#### **13. TERMINATION FOR CONVENIENCE**

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

such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

#### 14. **TERMINATION FOR CAUSE**

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

- A. Should the Consultant fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant, and should the Consultant neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Consultant, then notice of deficiency thereof in writing will be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- D. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant 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 Consultant under this Agreement shall, at the option of the Commission become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

As required by Commission Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or 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 COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

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

**18. INDEPENDENT CONSULTANT**

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

**19. EMPLOYEES OF CONSULTANT**

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

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

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

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

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

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

**22. COMPLIANCE WITH LAWS**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement,

including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Consultant 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 Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Consultant 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)**

Consultant 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**

Consultant 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**

Consultant shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONSULTANTS AND SUBCONSULTANTS)**

Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Consultant'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 Consultant 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 Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant 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 Consultant 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 subconsultant or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such

provisions including sanctions for noncompliance, provided however, that in the event the Consultant becomes involved in, or is threatened with litigation by a subconsultant or vendor as a result of such direction by the Commission, the Consultant 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 Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant 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 Consultant's minimum qualifications for the open position. The Consultant 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 Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant 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 subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Consultant shall notify its employees, and shall require each subconsultant 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 Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONSULTANT RESPONSIBILITY AND DEBARMENT**

- A. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible consultants.
- B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the County, the Commission or the Housing Authority.
- C. The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the consultant has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

- E. The Consultant Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Consultant 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 Consultant Hearing Board.
- G. These terms shall also apply to subconsultants of County, Commission or Housing Authority consultants.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

#### A. Jury Service Program.

This Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### B. Written Employee Jury Service Policy.

1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time

employee of Consultant. "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 County, or 2) Consultant 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 Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.
4. Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

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

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

### **34. CONFLICT OF INTEREST**

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

**35. SEVERABILITY**

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

**36. INTERPRETATION**

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

**37. WAIVER**

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

**38. PATENT RIGHTS**

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

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the

Consultant. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

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

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

The Commission:           Cordé Carrillo, Director  
                                      Economic Redevelopment  
                                      2 Coral Circle  
                                      Monterey Park, CA 91755

The Consultant:            Scott Rodde, Director  
                                      The National Development Council  
                                      1500 Third Street, Suite C  
                                      Napa, CA 94559

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 Consultant and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Consultant shall notify and provide to its employees, and shall require each subconsultant 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 C Required Notices* of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

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

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

**43. ENTIRE AGREEMENT**

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

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

**SIGNATURES**

IN WITNESS WHEREOF, the Consultant and the Commission have executed this Agreement through their duly authorized officers on the date and year first written above.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Carlos Jackson, Executive Director

THE NATIONAL DEVELOPMENT COUNCIL

By \_\_\_\_\_  
Scott Rodde, Director

APPROVE AS TO PROGRAM:  
CORDE CARRILLO, ECONOMIC/REDEVELOPMENT DIVISION

By \_\_\_\_\_  
Director

APPROVED AS TO FORM:  
Raymond G. Fortner  
County Counsel

By \_\_\_\_\_  
Deputy

# **ATTACHMENT A**

## **STATEMENT OF WORK**

### **CONSULTING SERVICES FOR ECONOMIC DEVELOPMENT LOAN PROGRAMS**

#### **1.0 SCOPE OF WORK**

##### **GENERAL BACKGROUND**

- 1.1 The Commission is the County's affordable housing and community development agencies. The Commission helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission seeks a financial advisory consultant to support the Commission's economic development loan programs utilizing the Commission's CDBG funds, including, but not limited to float loans, commercial economic development loans, Section 108 loans, economic development initiative program loans, Community Development Bank program loans, EDI/BEDI grants and loans, Economic Development Administration revolving loan funds and to coordinate the defeasance of outstanding Sec. 108 notes. This shall include review of or, if necessary, creation of written program guidelines and management plans that are consistent with federal requirements, assisting the Commission, as requested, to identify, screen and structure specific projects, assisting in the project solicitation and negotiation process and in processing them through the U.S. Department of Housing and Urban Development (HUD), other federal agencies and the Los Angeles County Board of Supervisors for approval and in any follow-up procedures and reporting including meetings and documentation that may be required.

#### **2.0 GENERAL REQUIREMENTS**

- 2.1. The Consultant shall provide qualified and experienced personnel required to perform all work in accordance with the Statement of Work.
- 2.2. The Consultant shall have the capability to handle any reasonable increase or decrease in services.

### **3.0 SPECIFIC REQUIREMENTS**

- 3.1 Work with Executive Director, or his designee, to analyze and provide recommendations of innovative and new financing programs to leverage the CDBG and other federal grants allocated for development activities.
- 3.2 Design and provide economic development plans for the reuse of program loan income.
- 3.3 Assist with HUD Section 108 applications, negotiations and programs as requested by the Commission.
- 3.4 Assist with HUD Float loan applications, negotiations and programs as requested by the Commission.
- 3.5 Provide a monthly progress report and meet with Commission staff monthly and as necessary to discuss each project status.
- 3.6 Provide training to key personnel in the areas of loan origination, documentation, servicing; HUD guidelines and procedures; and credit evaluations. Provide training in informal classroom setting and in the field.
- 3.7 Billing:
  - 3.7.1. The Consultant will prepare and submit an invoice on a monthly basis to the following location:

Community Development Commission  
of the County of Los Angeles  
2 Coral Circle  
Monterey Park, CA 91755  
Attn: Gilbert Govea, Economic/Redevelopment Division

### **4.0 RESPONSIBILITIES**

The Commission and Consultant's responsibilities are as follows:

#### **Commission**

##### **4.1 Personnel**

The Commission will administer the Agreement according to the terms of the Agreement. Specific duties will include:

4.1.1 Process invoices in accordance to the Commission accounts payable procedures.

4.1.2 Prepare amendments in accordance to the Agreement.

## **Consultant**

### **4.2 Lead Personnel**

4.2.1 The Consultant shall provide a Lead Person or a designated alternate to be contacted by the Commission.

4.2.2 The Lead Person or designee shall have full authority to act for the Consultant on all matters relating to the daily operation of the Agreement.

## ATTACHMENT A

### The Summary of Outreach Activities

#### Agreement with The National Development Council to Provide Consulting Services for Economic Development Loan Programs

On July 12, 2006, the following outreach was initiated to identify a firm to provide financial consulting services for loans funded by the Community Development Block Grant Program, including the County Float Loan Program, County Development Loan Program, Empowerment Zone Loan Program; and other CDBG-funded economic development programs.

1. Newspaper Advertising

Beginning on July 13, 2006, an announcement of the Request for Proposals (RFP) appeared in the Los Angeles Times.

2. Internet Publication

An announcement, which included the complete RFP, was also posted on the County WebVen website.

3. Proposal Results

A total of two proposals were received by August 1, 2006. The following summarizes the cost of services from each proposal:

<u>Name</u>	<u>Cost of Services</u>
The National Development Council	\$ 72,000
Figueroa Media Group	\$125,000

Based on the RFP criteria, quality of the proposal and cost of services, The National Development Council was determined to be the most qualified firm to provide financial consulting services.

4. Selected Firm

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
The National Development Council	Non-Minority	Total: 55 15 Minorities 29 Women 27% Minority 53% Women

## 5. Firm Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Figueroa Media Group	Declined to Provide	Declined to Provide

The Commission encourages the participation of minorities and women in the contract award process, including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendors list; and disseminating information to associations which represent minorities and women.

The recommendation to award the Agreement for Consulting Services to the National Development Council is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color or gender. The above information regarding the participation of minorities and women has been voluntarily provided to the Commission.

**ATTACHEMENT B**

**FEE SCHEDULE**

COST PROPOSAL

RFP NO. A506-013

THE NATIONAL DEVELOPMENT COUNCIL

**ATTACHEMENT C**  
**REQUIRED NOTICES**

**COST ESTIMATE**

**THE NATIONAL DEVELOPMENT COUNCIL HEREBY STATES THE  
MONTHLY RATE FOR THE WORK DESCRIBED IN STATEMENT OF  
WORK - APPENDIX B IS \$6,000 PER MONTH**

**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](http://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.

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**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.**

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***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](http://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 también está apoyada 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 brazaletes y el padre/madre recibirá un brazaletes 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.

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**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.**

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***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.***

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### 1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2005)

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

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### 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 2005 are less than \$37,263 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, 2006.

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](http://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 2005 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 2005 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 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 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.

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Notice 1015 (Rev. 12-2005)  
Cat. No. 205991

# **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES (COMMISSION)**

## **Policy on Doing Business With Small Business**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs for the County of Los Angeles.

The Commission recognizes the importance of small business in...

- ❖ fueling local economic growth
- ❖ providing new jobs
- ❖ creating new local tax revenues
- ❖ offering new entrepreneurial opportunity to those historically under-represented in business

The Commission can play a positive role in helping small businesses grow...

- ❖ as a multi-billion dollar purchaser of goods and services
- ❖ as a broker of intergovernmental cooperation among numerous local jurisdictions
- ❖ by greater outreach in providing information and training
- ❖ by simplifying the bid/proposal process
- ❖ by maintaining selection criteria which are fair to all
- ❖ by streamlining the payment process

### ***WE THEREFORE SHALL:***

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program to: a) inform and assist the local business about contracting opportunities; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, and address subcontracting and conduct business with our vendors in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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**Vendor Name:** ADVANCED BUILDING MAINTENANCE  
**Alias:**  
**Debarment Start Date:** June 14, 2005      **Debarment End Date:** June 13, 2008  
**Principal Owners and/or Affiliates:** Michael Sullivan / Erlinda Sullivan

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**Vendor Name:** LA INTERNET CORPORATION  
**Alias:** 2X, Inc. a.k.a. LA Internet, Inc., 2X Access,  
Internet Business International  
(Referred to collectively as "LA Internet")  
**Debarment Start Date:** September 9, 2003      **Debarment End Date:** September 8, 2006  
**Principal Owners and/or Affiliates:** Ken Reda / Albert Reda / Louis Cherry

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**Vendor Name:** MTS ADVANCED CORP.  
**Alias:**  
**Debarment Start Date:** February 8, 2005      **Debarment End Date:** February 7, 2008  
**Principal Owners and/or Affiliates:** Emir Khan / Zulaine Hernandez

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**ATTACHEMENT D**  
**REQUIRED FORMS**

**FEDERAL LOBBYIST REQUIREMENTS  
CERTIFICATION**

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No. : \_\_\_\_\_

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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.

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

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

# EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
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.

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

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

**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:** \_\_\_\_\_

**Business Structure:**  Sole Proprietorship     Partnership     Corporation  
 Non-Profit     Franchise     Other (Please Specify) \_\_\_\_\_

**Total Number of Employees** (including owners): \_\_\_\_\_

**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						

**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	%	%	%	%	%	%

**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

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number									
OR									
Employer identification number									

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (*individual/sole proprietor, corporation, etc.*).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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

Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal 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 discretion, whether the bidder or proposer is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

***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.

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

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS - EXHIBIT 5

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

\_\_\_\_\_

\_\_\_\_\_

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
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. ( ) ( )

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. ( ) ( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

## Conflict of Interest Certification

I, \_\_\_\_\_

- Sole owner
- General partner
- Managing member
- President, Secretary, or other proper title \_\_\_\_\_

of \_\_\_\_\_  
Name of bidder

Make this certification in support of a bid for a contract with the Community Development Commission/Housing Authority of the County of Los Angeles (Commission/Housing Authority), which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of the County code, the Commission/Housing Authority shall not contract with, and shall reject any bid or bid submitted by, the persons or entities specified below, unless the Board of Commissioners finds that special circumstances exist which justify the approval of such contract.

1. Employees of the County or of public agencies for which the Board of Commissioners is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of relevant County Code Sections. Furthermore, that no County Commission employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Bid and cancellation of any contract awarded pursuant to this Bid.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

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



# Community Development Commission County of Los Angeles

## Vendor Application

Please complete the requested information as completely as possible  
with a separate application for each company and return to:

Community Development Commission  
Attn: Central Services Vendor List  
2 Coral Circle • Monterey Park, CA 91755-7425  
(323) 890-7339

New Applicant       Update of Firm's Information

### FOR OFFICE USE ONLY

Vendor Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_  
(P.O. Box will not be accepted)      Street      City      Zip + 4

Billing Address/Remit To: \_\_\_\_\_  
(if different from above)      Street      City      Zip + 4

Phone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Federal I.D.     Social Security No.     State Non-Profit No. (Section 501 © (3)) \_\_\_\_\_  
(Attach a copy of State Non-Profit Certification)

Have you met qualifications as a Section 3 Vendor?     Yes     No

### TYPE OF OWNERSHIP (check all applicable)

Sole Proprietorship     Partnership     Corporation     Non-Profit     Franchise     Limited Liability Company  
 Other \_\_\_\_\_

### TYPE OF BUSINESS (check all applicable)

Manufacturer     Distributor     Construction Contractor     Consultant     Broker/Agent     Vendor  
 Other \_\_\_\_\_

### PRODUCTS/SERVICES PROVIDED

Please review the attached Vendor Commodity Codes List and select the codes, which apply to the type(s) of product(s) and/or service(s) provided by your company.

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE INFORMATION PROVIDED IS HEREBY TRUE AND ACCURATE BASED ON FACTS AVAILABLE AS OF THIS DATE.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

(Application is NOT valid unless signed and dated)

# PROSPECTIVE PROPOSER REFERENCES

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( ) ( )	<b>Fax #</b> ( ) ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( ) ( )	<b>Fax #</b> ( ) ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( ) ( )	<b>Fax #</b> ( ) ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( ) ( )	<b>Fax #</b> ( ) ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( ) ( )	<b>Fax #</b> ( ) ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	

**COMMUNITY DEVELOPMENT COMMISSION  
COUNTY OF LOS ANGELES  
VENDOR COMMODITY CODES**

Please choose the appropriate Commodity Code (s) and enter on the CDC Vendor Application under "Products/Services Provided." Commodity types have been coded as follows:

**CO - Contractors                      SE - Services                      SU - Supplies**  
**EQ - Equipment                      MA - Materials                      PR - Professional Services/Consultants**

In the case that the product and/or service that your Company provides is not included on this list, please identify under the "Code" section the commodity type as coded above and write in the description of your business.

SE.092	ACCOUNTING SERVICES	SU.011	COMPUTER PAPER	EQ.022	FURNITURE OFFICE
SE.001	ADVERTISING	EQ.012	COMPUTER PRINTERS	MA.007	GARAGE / ROLL-UP DOORS
SU.049	AIR CLEANER SUPPLIES	PR.063	COMPUTER-PROGRAMMING	MA.008	GARBAGE DISPOSALS
SE.089	AIR CLEANING SERVICES	SU.008	COMPUTER RIBBON SUPPLIER	SU.048	GASOLINE
EQ.001	AIR CONDITIONERS-EQUIPMENT	SU.009	COMPUTER SOFTWARE	CO.015	GENERAL CONSTRUCTION CONTRACTOR
CO.001	AIR CONDITIONING CONTRACTOR	SU.010	COMPUTER SUPPLIES	CO.016	GENERAL CONTRACTORS B LICENCED
PR.079	AIR QUALITY CONSULTANTS	PR.011	COMPUTER TRAINING	PR.023	GENERAL DESIGN ENGINEERING
SE.002	ALARMS/SECURITY	CO.006	CONCRETE / ASPHALT CONTRACTOR	CO.045	GEOTECHNICAL ENGINEERING CONTR
SE.003	AMBULANCE SERVICES	PR.012	CONFERENCE / SEMINAR PLANNING	MA.009	GLASS SUPPLIES & FABRICATION
SE.099	ANSWERING SERVICES	PR.065	CONFERENCE / MEETING LOCATION	SE.032	GRAFFITI REMOVAL
SE.088	APARTMENT MANAGEMENT	SE.115	CONSTRUCTION CHUTES SERVICES	SE.033	GRAPHIC DESIGNERS
MA.024	APPLIANCE PARTS	SE.086	CONSTRUCTION INSPECTION SERVICES	SU.018	GRAPHIC SUPPLIES
EQ.002	APPLIANCES	PR.013	CONSTRUCTION MANAGEMENT	EQ.055	HAND DRYERS
PR.001	APPRAISALS, PROPERTY	EQ.014	COPY MACHINE	MA.010	HARDWARE
PR.002	ARCHITECTS	SU.012	COPY MACHINE SUPPLIES	CO.017	HAULING
PR.003	ARCHITECTURAL DESIGN CONSULTANT	SE.018	COPYING / INSTANT PRINTING	PR.049	HAZARDOUS WASTE CONSULTANT
PR.046	ASBESTOS CONSULTANT	PR.014	CPR TRAINING	CO.018	HAZARDOUS WASTE REMOVAL
CO.002	ASBESTOS CONTRACTOR	SE.019	CREDIT INFORMATION SERVICES	SE.034	HEALTH/FITNESS SERVICES
PR.004	ATTORNEY SERVICES	SE.102	CUSTOM FURNITURE	SU.019	HEALTHCARE PRODUCTS
SE.109	AUCTIONEER	SE.020	DAY CARE SERVICES	CO.019	HEATING CONTRACTOR
PR.078	AUCTIONEERS'	SU.013	DECALS, BUMPER STICKERS	SE.118	HOUSING SERVICES
SU.001	AUDIO TAPES	SE.021	DESK TOP PUBLISHING	EQ.051	HVAC EQUIPMENT
EQ.003	AUDIO VISUAL EQUIPMENT	PR.015	DEVELOPERS	MA.011	HVAC SUPPLIES
SE.004	AUDIO VISUAL REPAIR	PR.016	DEVELOPMENT ENGINEERING	EQ.023	INDUSTRIAL EQUIPMENT
SE.112	AUDIOVISUAL RENTAL	SE.022	DISASTER PLANNING SERVICE	MA.021	INDUSTRIAL MATERIALS
PR.005	AUDITING FINANCIAL	EQ.060	DISPLAYS, TRADESHOW / CONFERENCE	SU.047	INDUSTRIAL SUPPLIES
EQ.050	AUTO EQUIPMENT	SE.117	DOCUMENT IMAGING	SE.035	INSPECTION PROPERTY
SU.002	AUTO GLASS	SE.108	DOCUMENT STORAGE	CO.020	INSULATION
SU.003	AUTO PARTS	MA.004	DOORS	SU.020	INSULATION SUPPLIES
SE.005	AUTO SERVICE	SU.043	DRAFTING SUPPLIES	PR.024	INSURANCE
EQ.004	AUTOMOBILES	MA.023	DRINKING FOUNTAINS	MA.012	IRON
SU.004	AWARDS/TROPHIES	CO.007	DRYWALL CONTRACTOR	CO.021	IRRIGATION CONTRACTORS
MA.001	AWNINGS	PR.017	ECONOMIC DEVELOPMENT CONSULTANT	SE.036	IRRIGATION SERVICES
SE.006	BACKFLOW DEVICE INSPECTION SVC	CO.008	ELECTRICAL CONTRACTOR	SU.021	IRRIGATION SUPPLIES
PR.052	BANKING SERVICES	PR.018	ELECTRICAL ENGINEER	CO.022	JANITORIAL CONTRACTORS
SU.054	BANNERS	SU.014	ELECTRICAL SUPPLIES	SU.022	JANITORIAL SUPPLIES
PR.073	BAR CODE SYSTEMS	CO.009	ELEVATOR CONTRACTOR	EQ.024	KITCHEN EQUIPMENT
CO.047	BATH REFINISHING	SE.023	ELEVATOR MAINTENANCE SERVICE	EQ.059	LABEL DISPENSERS
EQ.005	BICYCLE PARKING RACKS	SU.015	EMBROIDERED SHIRTS, ETC	SE.037	LAMINATION
PR.006	BID BROKERS/BUSINESS DEVELOPMENT	EQ.015	EMERGENCY EQUIPMENT	EQ.049	LAMPS
SU.005	BINDERS	PR.058	ENERGY CONSERVATION CONSULTANT	PR.025	LANDSCAPE ARCHITECTURE
SE.007	BINDERY SERVICES	PR.053	ENERGY CONSULTING	CO.023	LANDSCAPE CONTRACTOR
SE.008	BLUEPRINTING	CO.028	ENGINEERING CONTRACTOR A LICENCE	EQ.039	LANDSCAPE EQUIPMENT
SU.006	BLUEPRINTING SUPPLIES	SE.024	ENVELOPES PRINTING	SE.038	LANDSCAPE MAINTENANCE
CO.003	BOARD UP SERVICES	SU.050	ENVELOPE SUPPLIER	SU.023	LANDSCAPE SUPPLIES
EQ.006	BOILERS	PR.019	ENVIRONMENTAL ANALYSIS	PR.062	LANGUAGE CONSULTANT
PR.007	BOND COUNSEL	PR.069	ENVIRONMENTAL WASTE CONTROL	SE.039	LAUNDRY EQUIPMENT SERVICES
PR.057	BOND UNDERWRITING	EQ.016	EQUIPMENT RENTALS	PR.080	LEAD ABATEMENT CONSULTANT
SU.007	BOXES (SHIPPING, STORAGE, GIFTS)	SE.087	EQUIPMENT REPAIR	CO.050	LEAD ABATEMENT CONTRACTOR
MA.002	BUILDING MATERIALS	CO.010	ESCAVATING CONTRACTOR	SE.040	LEAD-BASED PAINT TESTING
SE.009	BUSINESS CARD PRINTERS	SE.025	ESCROW SERVICES	PR.026	LEGAL SEC / COURT RECORDING
PR.008	BUSINESS VALUATIONS	SE.026	EVICION SERVICES	CO.048	LENNOX CONTRACTORS
SE.010	BUSING	PR.020	FACILITIES MAINTENANCE	SU.024	LIGHTING SUPPLIES
MA.025	CABINETS	PR.076	FACILITY MANAGEMENT SERVICE	SE.114	LINEN CHUTES SERVICES.....
SE.011	CABLE TV SERVICE	SU.016	FAX MACHINE SUPPLIES	SU.044	LOCKS
EQ.007	CALCULATORS / ADDING MACHINES	EQ.017	FAX MACHINES	SE.082	LOCKSMITH
SE.116	CARPET DAMAGE RESTORATION	CO.011	FENCING CONTRACTOR	SE.041	LOT CLEAN-UP
SE.012	CAR WASHING / DETAILING	MA.005	FIBERGLASS	PR.027	LOW / MOD INCOME HOUSING DEVELOP
CO.004	CARPENTRY	PR.070	FILE CONVERSION SERVICES	MA.013	LUMBER
SE.013	CARPET / FLOOR CLEANING	PR.072	FILING SYSTEMS	SE.080	MACHINING
MA.003	CARPET, RUGS	SE.027	FILM PROCESSING	EQ.047	MAILING EQUIPMENT
EQ.056	CASH REGISTERS	PR.021	FINANCIAL CONSULTANT	SE.042	MAILING SERVICES
SE.014	CATERING	SE.028	FIRE ALARM TESTING	SU.025	MAILING SUPPLIES
SE.015	CELLULAR PHONE SERVICE	EQ.020	FIRE ALARMS	PR.050	MANAGEMENT CONSULTING
EQ.008	CELLULAR PHONES	SE.029	FIRE EXTINGUISHER TESTING	PR.066	MANUFACTURED HOUSING
EQ.057	CHEMICAL STORAGE UNITS	EQ.018	FIRE EXTINGUISHERS	PR.047	MAPPING
EQ.009	CHILD CARE EQUIPMENT	PR.022	FIRE PREVENTION	PR.028	MARKETING
CO.005	CIVIL ENGINEERING CONTRACTOR	EQ.019	FIRE SPRINKLER SYSTEMS		
PR.009	CIVIL ENGINEERS	SU.017	FIRST AID SUPPLIES		
SE.016	COLLECTION SERVICES	CO.012	FLOOD CONTROL SYSTEMS / SEWER		
PR.074	COLOR CODING SYSTEMS	MA.006	FLOOR COVERING		
EQ.010	COMMUNICATION SYSTEMS	CO.013	FLOORING CONTRACTOR		
PR.010	COMPUTER CONSULTING	SE.030	FLORISTS		
SE.106	COMPUTER DISK DATA RECOVERY	EQ.021	FOLDING CHAIRS, TABLES		
SE.107	COMPUTER DRAFTING SERVICES	SE.105	FOOD SERVICE SUPPLIES		
EQ.011	COMPUTER FURNITURE	CO.049	FOUNDATION / DRILLING CONTRACTOR		
EQ.013	COMPUTER HARDWARE	CO.014	FRAMING CONTRACTOR		
SE.017	COMPUTER MAINTENANCE / REPAIR	SE.031	FURNITURE REFINISHERS		

CO.024 MASONRY CONTRACTOR  
 PR.056 MECHANICAL ENGINEERING  
 CO.046 MECHANICAL ENGINEERING CONTRACTOR  
 SU.026 MEDICAL SUPPLIES  
 PR.029 MENTAL HEALTH COUNSELING  
 SE.043 MESSENGER SERVICES  
 MA.014 METAL SHELVING  
 SU.027 MICROFICHE SUPPLIES  
 EQ.025 MICROFILM EQUIPMENT  
 SE.044 MICROFILM SERVICE  
 SE.045 MOVING COMPANIES  
 SE.094 MWBE AGENCIES  
 SE.084 NEWSPAPER CLIPPINGS  
 EQ.052 OFFICE EQUIPMENT  
 SE.090 OFFICE EQUIPMENT MAINTENANCE  
 SU.028 OFFICE SUPPLIES  
 PR.071 OPTICAL IMAGING  
 EQ.027 OUTDOOR FURNITURE  
 EQ.026 OUTDOOR POWER EQUIPMENT  
 EQ.023 PAGERS & PAGING SYSTEMS  
 MA.015 PAINT  
 SE.046 PAINT BODY AUTO  
 CO.025 PAINTING CONTRACTOR  
 SU.055 PAINTING SUPPLIES  
 CO.026 PAPER  
 SE.047 PAPER RECYCLING  
 PR.068 PARALEGAL  
 PR.054 PARKING CONSULTANT  
 SE.048 PARKING LOT STRIPING  
 EQ.029 PARTITIONS  
 SU.029 PARTY RENTALS / SUPPLIES  
 CO.027 PAVING CONTRACTOR  
 PR.030 PERSONNEL DEVELOPMENT CONSULTANT  
 SE.049 PEST & TERMITES CONTROL  
 SE.091 PHARMACEUTICAL SERVICES  
 SU.030 PHOTO EQUIPMENT & SUPPLY  
 EQ.053 PHOTO ID EQUIPMENT  
 EQ.030 PHOTOCOPIERS  
 EQ.054 PHOTOGRAPHIC EQUIPMENT  
 SU.046 PHOTOGRAPHIC SUPPLIES  
 SE.050 PHOTOGRAPHY  
 PR.031 PHYSICAL EXAM  
 SE.085 PICTURE FRAMING SERVICES  
 CO.030 PIPELINES / SEWERS CONTRACTOR  
 PR.032 PLANNING LAND USE  
 MA.016 PLANT & TREE NURSERY  
 CO.031 PLUMBING CONTRACTOR  
 SU.031 PLUMBING SUPPLIES  
 SU.041 POLICE / SECURITY PRODUCTS  
 EQ.031 PORTABLE STORAGE / OFFICES  
 SE.078 PORTABLE TOILET RENTAL  
 EQ.032 POSTAL EQUIPMENT  
 SE.051 PRESORT MAIL SERVICES  
 EQ.033 PRINTING EQUIPMENT

SE.052 PRINTING SERVICES  
 SU.032 PRINTING SUPPLIES  
 PR.033 PRIVATE INVESTIGATIONS  
 SU.033 PROMOTIONAL ITEMS  
 PR.034 PROPERTY MANAGEMENT  
 PR.059 PUBLIC RELATIONS  
 PR.055 PUBLIC RELATIONS CONSULTING  
 MA.022 PUBLICATIONS  
 SU.034 RAINGUTTER SUPPLIES  
 PR.035 REAL ESTATE BROKERS  
 PR.064 REAL ESTATE LIEN SERVICE  
 SE.083 REAL ESTATE SERVICES  
 SE.054 RECORDS DESTRUCTION SERVICE  
 PR.036 RECORDS MANAGEMENT CONSULTING  
 PR.075 RECORDS RETENTION  
 SE.053 RECORDS STORAGE  
 SU.045 RECORDS STORAGE SUPPLIES  
 EQ.034 RECREATIONAL EQUIPMENT  
 SE.097 RECYCLING SERVICES  
 PR.060 REDEVELOPMENT CONSULTANT  
 CO.032 REFRIGERATION  
 CO.033 REFUSE REMOVAL  
 SE.055 REHABILITATION SERVICES  
 PR.037 RELOCATION ASSISTANCE  
 SE.110 REMANUFACTURING TONER CARTRIDGE  
 CO.034 REMODELING CONTRACTORS  
 SE.056 REUPHOLSTERY / REFINISHING  
 CO.035 ROOFING CONTRACTORS  
 SU.035 ROOFING SUPPLIES  
 SU.036 RUBBER STAMPS  
 PR.048 SAFETY CONSULTANT  
 EQ.035 SAFETY EQUIPMENT  
 SU.037 SAFETY SUPPLIES  
 SE.103 SANDBLASTING / HYDROBLASTING  
 PR.051 SECURITY CONSULTING  
 SE.057 SECURITY GUARDS  
 SE.058 SECURITY SERVICES  
 SE.081 SEISMIC CONSULTANTS  
 EQ.036 SEWER CLEANING EQUIPMENT  
 SE.059 SEWER / DRAIN CLEANING  
 CO.036 SHEET METAL CONTRACTOR  
 SU.038 SIGNS  
 SE.060 SILKSCREENING  
 SU.053 SMOKE DETECTORS  
 CO.037 SOILS TESTING / ENGINEERING  
 PR.038 SOLAR CONSULTANT  
 EQ.037 SOLAR EQUIPMENT  
 PR.039 SPACE PLANNING CONSULTANT  
 SU.039 SPORTING GOODS  
 PR.067 STOCKBROKER  
 SU.052 STOVE PARTS / SUPPLIES  
 PR.040 STRUCTURAL ENGINEERING  
 MA.017 STRUCTURAL STEEL  
 CO.038 SURVEYING, CONSTRUCTION

EQ.058 TDDS  
 PR.041 TECHNICAL WRITING  
 SE.098 TELECOMMUNICATION SERVICES  
 EQ.038 TELEPHONE EQUIPMENT  
 SE.061 TEMPORARY EMPLOYMENT AGENCIES  
 CO.039 TILE CONTRACTOR  
 SE.062 TIME / ALARM CLOCK MAINTENANCE  
 EQ.048 TIME / ALARM CLOCKS  
 MA.018 TIRES  
 MA.019 TOOLS  
 SE.063 TOWING  
 PR.042 TRAFFIC ENGINEERING  
 PR.043 TRAINING  
 SE.064 TRANSLATION SERVICES  
 SE.113 TRASH CHUTES SERVICES  
 SE.065 TRAVEL AGENCY SERVICES  
 SE.066 TREE TRIMMING & REMOVAL  
 SE.101 TRUCKING  
 SE.093 TRUCKING SERVICES  
 EQ.040 TRUCKS  
 EQ.041 TV / ANTENNAS  
 SE.067 TYPESETTING  
 SE.068 TYPEWRITER MAINTENANCE  
 EQ.042 TYPEWRITERS  
 SE.079 UNDERGROUND TANK MANAGEMENT  
 CO.040 UNDERGROUND TANKS  
 SE.069 UNIFORMS  
 SE.070 UPHOLSTERERS  
 SE.072 UPHOLSTERY, AUTO  
 SE.071 UPHOLSTERY / DRAPERY CLEANING  
 PR.044 URBAN DESIGN  
 SE.073 VACANT UNIT PREPARATION  
 EQ.043 VACUUM CLEANERS  
 SU.040 VEHICLE PARTS  
 SE.075 VEHICLE RENTAL  
 EQ.044 VEHICLE SALES  
 SE.074 VEHICLE SERVICE  
 EQ.045 VIDEO EQUIPMENT  
 SE.076 VIDEO PRODUCTION  
 SE.111 VIDEO TAPE DUPLICATION  
 PR.077 WAGE PREVALENCE COMPLIANCE  
 PR.061 WASTE MANAGEMENT CONSULTING  
 PR.045 WASTE MANAGEMENT ENGINEERING  
 SU.051 WATER PURIFICATIONS  
 SE.104 WATER, BOTTLED  
 CO.041 WATERPROOFING CONTRACTOR  
 CO.042 WELDING CONTRACTOR  
 EQ.046 WELDING EQUIPMENT  
 SU.042 WINDOW COVERINGS  
 SE.077 WINDOW WASHING  
 MA.020 WINDOWS  
 SE.096 WORD PROCESSING  
 CO.043 WRECKING / DEMOLITION  
 CO.044 WROUGHT IRON CONTRACTOR