HOUSING AUTHORITY
of the County of Los Angeles
Administrative Office
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

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

Carlos Jackson
Executive Director

December 11, 2007

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

Dear Commissioners:

APPROVE CONTRACT FOR SURVEY AND EVALUATION SERVICES OF HOUSING AUTHORITY PUBLIC HOUSING RESIDENTS (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the Contract for Survey and Evaluation Services (Contract) is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the Contract will not have the potential for causing a significant effect on the environment.

2. Approve the award of the attached Contract in the amount of $57,500 to Diversity Research and Consulting Group, Inc. (Diversity), to continue the survey and evaluation of the impact of the Housing Authority's prevention, intervention, and enforcement programs on its public housing residents; and authorize the Executive Director of the Housing Authority of the County of Los Angeles to execute the Contract and all related documents, following approval as to form by County Counsel and effective on the date of Board approval.

3. Authorize the Executive Director to use a total of $57,500 in public housing funds included in the Housing Authority's approved Fiscal Year 2007-2008 budget for the purposes described herein.

4. Authorize the Executive Director to execute amendments to the Contract, following approval as to form by County Counsel, to increase

the Contract by up to $11,500, for any unforeseen costs, using the same source of funds described above.

5. Authorize the Executive Director to execute amendments to the one-year Contract, following approval as to form by County Counsel, to extend the time of performance for an additional of two years, in one-year increments, at a cost of $64,400 for the second year, and $72,128 for the third year, using funds to be approved through the Housing Authority's annual budget process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award a Contract to continue the survey and evaluation of the impact of the Housing Authority's prevention, intervention, and enforcement programs on its public housing residents.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Housing Authority will fund the Contract with $57,500 in public housing funds included in the Housing Authority's approved Fiscal Year 2007-2008 budget. A 20% contingency in the amount of $11,500 is also being set aside for unforeseen costs, using the same source of funds.

If extended, the cost of the second year of the Contract will be $64,400, and the third year will be $72,128, using funds to be requested through the Housing Authority's annual budget approval process. The maximum amount for all three years of the Contract, if fully extended, will be $205,528.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1989, the Housing Authority has been surveying and evaluating data to determine the overall effectiveness of its Crime and Safety and Resident Services Programs. The longitudinal summary reports, with data comparisons, provide the Housing Authority with valuable information on the impact of the agency's prevention, intervention, and enforcement programs on its residents.

These programs include the Family Resource Center, which provides prevention and intervention strategies such as counseling, case management research, and referral services to achieve a crime-free environment; the Family Learning Center, which helps residents bridge the digital divide and successfully compete in today's high-powered technological economy; the Youth Development Program, which provides safe, supervised group and individual activities with an emphasis on empowering youth to enhance their physical, emotional, and social well-being; the Employment Program, which helps residents achieve employment and attain career goals leading to self-

sufficiency; and the Community Policing Program under contract with law enforcement, which provides comprehensive prevention, intervention and enforcement activities at the housing developments.

The survey will also evaluate the level of resident satisfaction with management and maintenance services provided by the Housing Authority.

The survey and evaluation services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Diversity will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The Housing Authority wishes to award the Contract to Diversity to continue the survey and evaluation of the impact of the Housing Authority's prevention, intervention, and enforcement programs on its public housing residents. The Contract has been approved as to form by County Counsel and executed by Diversity. On November 28, 2007, the Housing Commission recommended approval of the Contract award.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(3), approval of this contract is exempt from the provisions of NEPA because it involves administrative activities and will not alter existing environmental conditions. 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 June 28, 2007, the Housing Authority initiated an outreach to identify a vendor to provide survey and evaluation services for the Housing Authority. Requests for Proposals (RFP) notices were mailed to 178 vendors identified from the Housing Authority's vendor list. Additionally, 19 RFP notices were mailed to colleges and universities identified by staff as having qualified programs that could perform this type of service.

Advertisements also appeared in nine newspapers and on the County WebVen Site. Thirty-three vendors received copies of the RFP either by mail or by downloading the RFP package from the Housing Authority's website.

On August 31, 2007, two proposals were received. The proposals were evaluated based on the RFP requirements and rating process. Diversity was selected as the firm most qualified to perform the survey and evaluation services. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The award of the Contract will continue the survey and evaluation of the impact of the Housing Authority's prevention, intervention, and enforcement programs on its public housing residents.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

CONTRACT FOR SURVEY AND EVALUATION SERVICES

On June 28, 2007, the following outreach was initiated to identify qualified firms to provide Survey and Evaluation Services for the Housing Authority.

A. Request for Proposal Advertising

Request for Proposal (RFP) announcements appeared in the following nine local newspapers:

The Daily News
Eastern Group Publications
International Daily News
La Opinion
Long Beach Press Telegram
L.A. Sentinel
Los Angeles Times
Wave Community Newspapers
Antelope News

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

B. Distribution of Bid Packets

The Housing Authority's vendor list was used to mail out the RFP Notice to 178 vendors, of which 134 identified themselves as businesses owned by minorities or women (private firms which are 51% owned by minorities or women, or publicly-owned businesses in which 51% of the stock is owned by minorities or women). Additionally, 19 RFP Notices were mailed to colleges and universities identified by staff with qualified programs that could perform this type of service. A total of 33 vendors received copies of the RFP either by mail or by downloading the RFP package from the Housing Authority's website.

C. Pre-Proposal Conference

Two vendors participated in the pre-proposal conference on July 17, 2007.

D. Proposal Results

On August 31, 2007, a total of two proposals were received. The proposals were evaluated based on the RFP requirements and rating process. Diversity Research & Consulting Group, Inc. was selected as the firm most qualified to perform the survey and evaluation services.

E. Minority/Female Participation – Selected Firm

Name	Ownership	Employees
Diversity Research and Consulting Group, Inc.	Minority	Total: 3 1 minorities 2 women 33% minorities 66% women

F. Minority/Female Participation – Firm Not Selected

Name	Ownership	Employees
Hodge and Associates	Minority	Total: 2 1 minorities 1 women 50% minorities 50% women

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

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

ATTACHMENT B

Contract Summary

Project Name:	Survey and Evaluation Services
Location:	Various Housing Authority housing developments
Proposal Number:	CDC07-047
Proposal Date:	August 31, 2007
Contractor:	Diversity Research & Consulting Group, Inc.,
Services:	Continue the survey and evaluation of the impact of the Housing Authority's prevention, intervention, and enforcement programs on its public housing residents.

Contract Documents: Attachment A – Statement of Work; Attachment B – Fee Schedule; Attachment C – Required Contract Forms; and Attachment D – Required Contract Notices.

Time of Commencement and Completion: The work to be performed under this Contract shall commence following Board approval and shall be completed in accordance with the schedule identified in the Performance Requirements Summary Chart, Technical Exhibit B, of the Statement of Work.

Assessment Penalties: In the event of breach of contract, the Housing Authority will deduct **One Hundred Dollars and Zero Cents ($100.00)** from progress payment for every one-week delay.

Contract Sum: The Housing Authority shall pay the Contractor for the performance of the Contract as provided in the Contract Documents, in current funds, the sum of **Fifty-Seven Thousand Five Hundred Dollars and Zero Cents ($57,500.00)**. The Contract Sum is subject to escalation, includes increases in labor and indirect costs anticipated throughout the duration of this Contract.

Contract Contingency: $11,500.00

STANDARD CONSULTING CONTRACT
FOR
SURVEY AND EVALUATION SERVICES

This Contract is made and entered into this _____ day of December 2007, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Diversity Research & Consulting Group, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed survey and evaluation services. On August 31, 2007, in response to the Housing Authority's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described survey and evaluation services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for 12 months until December __, 2008 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

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

4. COMPENSATION

The Contractor will submit to the Housing Authority an invoice on a form approved by the Housing Authority for services rendered on a monthly schedule and upon receipt and approval, the Housing Authority will pay to the Contractor a yearly amount of compensation not exceed Fifty Seven Thousand Five Hundred Dollars ($57,500.00), and the total amount of compensation under this Contract will not exceed Fifty Seven Thousand Five Hundred Dollars ($57,500.00).

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

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

The Contractor will submit a monthly invoice on a form approved by the Housing Authority for services rendered, and this invoice must be approved by the Housing Authority.

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

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority'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 Contract. All funds are appropriated every fiscal year beginning July 1.

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

6. TERMINATION FOR IMPROPER CONSIDERATION

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

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority'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. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

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

9. SUBCONTRACTING

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

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

10. INSURANCE

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

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

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

The Housing Authority of the County of Los Angeles, the Community Development Commission of the County of Los Angeles, the County of Los Angeles, 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 Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

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

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

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

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

Disease-each employee $1,000,000

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

Any self-insurance program and self-insured retention must be separately approved by the Housing Authority.

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

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

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

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

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

11. INDEMNIFICATION

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

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

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

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

13. TERMINATION FOR CONVENIENCE

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

14. TERMINATION FOR CAUSE

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

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

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

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

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

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

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

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

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

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

17. POST MOST WANTED DELINQUENT PARENTS LIST

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

18. INDEPENDENT CONTRACTOR

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

19. EMPLOYEES OF CONTRACTOR

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

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and

is responsible for taking appropriate action after reports of harassment are received by the Contractor.

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

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

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

22. COMPLIANCE WITH LAWS

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

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

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-43, inclusive.

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

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

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

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

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

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

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

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

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

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

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

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

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

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers'

representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or

cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

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

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.

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

C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor

has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

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

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least

five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

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

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor 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 Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the

provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

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

D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor 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

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

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

34. CONFLICT OF INTEREST

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

employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this 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 Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

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

38. PATENT RIGHTS

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

39. COPYRIGHT

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

40. NOTICES

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

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

The Housing Authority: MARIA BADRAKHAN, Director
Housing Management Division
2 Coral Circle
Monterey Park, CA 91755

The Contractor: Diversity Research and Consulting Group, Inc.
City Centre, 200 N. Pine Avenue, Suite 511
Long Beach, CA 90802
Attn: Mr. Keith Baker, CEO
Phone: (562) 495-3666
Fax: (562) 495-3667
E-Mail: Kabaker1@verizon.net

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

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

44. ENTIRE CONTRACT

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

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

/
/
/
/
/
/
/

/
/
/

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Housing Authority have executed this Contract through their duly authorized officers.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By_____
Carlos Jackson
Executive Director

DIVERSITY RESEARCH AND
CONSULTING GROUP, INC.

By_____
Keith A Baker
CEO

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

By_____
Deputy

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By_____
Maria Badrakhan
Director

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

1.0 SCOPE OF WORK

GENERAL

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing agency. The Housing Authority helps strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Housing Authority is seeking an evaluation consultant (Contractor) to continue to provide program evaluation services. Since 1989, the Housing Authority has been surveying and evaluating data to determine the overall effectiveness of its Crime and Safety and Resident Services Programs. The longitudinal summary reports, with data comparisons, provide the Housing Authority with valuable information on the impact of the Housing Authority's prevention, intervention, and enforcement programs on its residents.

The Contractor will be retained to continue the evaluation of the impact of the Housing Authority's programs for its residents. The on-site, in-person survey will also evaluate the level of resident satisfaction with the services provided by the Housing Authority regarding management, maintenance and law enforcement services. The prevention, intervention and enforcement programs including the following:

- Family Resource Center: Providing prevention and intervention strategies such as counseling, case management and referral services to support a crime-free environment.
- Family Learning Center: Assisting the residents in bridging the digital divide and successfully competing in today's high-powered technological economy.
- Youth Development Program: Providing safe, supervised group and individual activities with an emphasis on development that empowers the youth to enhance their physical, emotional, and social well-being.
- Employment Program: Assisting residents with achieving employment and attaining career goals leading to self-sufficiency.
- Community Policing Program (CPP): Contracting with law enforcement, full-time CPP Teams at the housing sites provide comprehensive prevention, intervention and enforcement activities.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor must possess a minimum of three (3) years experience in conducting survey research.

2.2 The Contractor must provide a qualified, dedicated Project Manager with a minimum of three (3) years of experience to perform all work in accordance with this Statement of Work (SOW).

2.3 The Contractor must have experience working with the diverse socio-economic communities, similar to those served by the Housing Authority.

3.0 SPECIFIC WORK REQUIREMENTS

The Contractor shall provide a project timeline containing a proposed schedule with the following details:

3.1 The Contractor shall hold preliminary meetings with Housing Authority staff to review the survey questions and/or formulate new survey questions; meetings shall be conducted in person at the Housing Authority main office or other specified Housing Authority site; and complete the integration of the new survey questions into the historical database that spans 12 to 16 years, depending on the housing site. This task shall be completed by December 2007.

3.1.1 Update the survey as needed.
3.1.2 Translate the survey into the following languages: Spanish, Korean, and Russian.
3.1.3 Reproduce the surveys.

3.2 The Contractor shall complete the recruitment, selection, and training of surveyors by January 2008, and specify the number of surveyors to be used in this project.

3.2.1 The surveyors must be proficient in the following languages: Spanish (at most sites), Korean, and Russian (at limited sites).

3.3 The Contractor shall create the sample design by January 2008, using the following methodology:

3.3.1 Random cluster sampling technique for each of the sample sizes as identified in Technical Exhibit A.

3.4 The Contractor must adhere to the interview schedule as specified in this SOW, and conduct on-site, in-person surveys of a randomly selected

sample size of no more than 700 residents across nine groupings of housing sites, as shown in Technical Exhibit A; and complete the on-site, in-person interviews by March 2008. The Contractor must perform quality control by verifying the accuracy of data from the completed resident surveys.

3.5 The Contractor must use Survey Pro version 3.0H (www.apian.com) on a Microsoft Operating System (Windows 2000 or XP) for the database and statistical tabulations for each site. The tabulations are to include each survey question item processed against all prior years surveyed for each site, with a set of tabulations of nine groupings of housing sites juxtaposed, where applicable. Begin tabulation by March 2008, and complete by May 2008.

3.6 The Contractor shall prepare a separate longitudinal analysis and report for each site, and integrate each site's prior surveys with current findings and across sites. Begin analysis by March 2008, and complete by May 2008. The Contractor must prepare draft evaluation reports for Housing Authority staff review. The draft evaluation reports shall be for Carmelitos, Harbor Hills, Nueva Maravilla, and South Scattered Sites, and a maintenance report, using Acrobat PDF electronic format. Reports due May 2008.

3.7 The Contractor must integrate Housing Authority edits and comments, deliver final reports, and meet with Housing Authority representatives to review results at Housing Authority office by June 2008.

3.8 The Contractor must meet with Housing Authority representatives upon request.

4.0 RESPONSIBILITIES

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

Housing Authority

4.1.1 Personnel – The Housing Authority shall:

- Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- Prepare amendments to the Contract in accordance with the Contract.

4.1.2 Furnished Items

Prior to the on-site, in-person survey, the Housing Authority shall distribute written notification to the residents advising of the upcoming survey.

The Housing Authority shall provide the Contractor with the following items prior to the on-site, in-person survey:

- Copy of the written notification sent to the residents advising of the survey
- Hard and soft copies of the survey instrument
- Hard and soft copies of the report format
- List of occupied units from which the sample will be selected
- Site maps, if available

The Housing Authority shall provide the Contractor with the following item prior to data analysis:

- Resident data including demographics on ethnicity/race and gender

Contractor

4.1.3 Personnel – The Contractor shall:

- Provide a dedicated Project Manager with three (3) years of experience in managing projects of similar size and scope as contained in this SOW. The Project Manager shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

  The Contractor shall provide a telephone number where the Project Manager may be reached during work hours which may include Saturdays due to the survey schedule. The Project Manager shall be able to effectively communicate, in English, both orally and in writing.

  The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor, supervise on-site, in-person survey team, and must be able to effectively communicate in English.

4.1.4 Subcontractor

The on-site, in-person surveys may be subcontracted, as needed. The Contractor shall provide the Housing Authority with the name(s) of the proposed subcontractors and their related experience as part of its Proposal, and must meet the General Requirements under this SOW.

4.2 Identification

The Contractor's employees must wear a visible Contractor-issued identification when working under the Contract on Housing Authority properties.

The Contractor shall provide a list of employees and subcontractors two working days prior to the beginning of the on-site, in-person surveys at a site.

4.4 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services.

5.0 DAYS/HOURS OF WORK

Housing Authority office hours are from 8am to 5pm, Monday through Friday.

Contractor may be required to perform services during non-working hours due to resident availability. An interview schedule for each site shall be scheduled based on resident availability. Surveys may be scheduled into early evenings and/or weekends.

Housing Authority offices are closed on the following Holidays:

- News Years Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

7.0 QUALITY CONTROL

7.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

7.1.1 Method of monitoring to ensure that Contract requirements are being met;

7.1.2 A record of all activities performed to ensure accuracy of resident data collected, professional and respectful communications with residents, and timeliness in meeting established timeframes.

8.0 QUALITY ASSURANCE PLAN

8.1 The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

8.1.1 Performance Requirements Summary

The Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit B, to monitor the Contractor's work performance and remedy any and all deficiencies throughout the term of this contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

This section does not preclude the Housing Authority's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

8.1.3 Monthly Performance Reviews

The Housing Authority will conduct monthly reviews to evaluate the Contractor's performance.

8.1.4 Contract Deficiency Notification

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for

correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

8.1.5 Housing Authority Observations

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserves the right to add or delete services during the term of the contract.

The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

The Housing Authority may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of services.

GROUP 1

	Site Name	Address	Sample Size
1	CARMELITOS (KOREAN)	700-1100 VIA WANDA & 900 VIA CARMELITOS LONG BEACH, CA 90805	150
	TOTAL		150

GROUP 2

	Site Name	Address	Sample Size
1	HARBOR HILLS	26607 SOUTH WESTERN AVE LOMITA, CA 90717	75
	TOTAL		75

GROUP 3

	Site Name	Address	Sample Size
1	NUEVA MARAVILLA	4919 CESAR E. CHAVEZ AVE LOS ANGELES, CA 90022	125
	TOTAL		125

GROUP 4

	Site Name	Address	Sample Size
1	PALM AVENUE (RUSSIAN)	959 N PALM AVE WEST HOLLYWOOD, CA 90069	26
2	WEST KNOLL (RUSSIAN)	838 N WEST KNOLL DR WEST HOLLYWOOD, CA 90069	27
	TOTAL		53

GROUP 5

	Site Name	Address	Sample Size
1	MARINA MANOR I (RUSSIAN)	3401 VIA DOLCE MARINA DEL REY, CA 90292	26
2	MARINA MANOR II (RUSSIAN)	3405 VIA DOLCE MARINA DEL REY, CA 90292	18
3	OCEAN PARK	175 OCEAN PARK BLVD SANTA MONICA, CA 90405	5
4	MONICA MANOR	1901-1909 11TH ST SANTA MONICA, CA 90405	4
	TOTAL		53

GROUP 6

	Site Name	Address	Sample Size
1	QUARTZ HILLS I	5028 W AVE L-12 QUARTZ HILLS, CA 93536	4
2	QUARTZ HILLS II	42051 51ST ST WEST QUARTZ HILLS, CA 93536	3
3	ORCHARD ARMS	23410-23540 WILEY CANYON RD VALENCIA, CA 91355	34

4	FOOTHILL VILLA	2423 FOOTHILL BLVD LA CRESENTA, CA 91214	12
	TOTAL		53

GROUP 7

	Site Name	Address	Sample Size
1	FRANCISQUITO VILLA	14622 FRANCISQUITO AVE LA PUENTE, CA 91746	20
2	WHITTIER MANOR	11527 SLAUSON AVE WHITTIER, CA 90606	11
3	SUNDANCE VISTA	10850 LAUREL AVE WHITTIER, CA 90605	8
4	4TH & MEDNIK	341-342 S MEDNIK AVE LOS ANGELES, CA 90022	1
5	HERBERT AVE	133 S HERBERT AVE LOS ANGELES, CA 90063	9
6	ARIZONA & OLYMPIC	1003-1135 S ARIZONA AVE LOS ANGELES, CA 90022	4
	TOTAL		53

GROUP 8

	Site Name	Address	Sample Size
1	CARMELITA AVE	354-356 S CARMELITA ST LOS ANGELES, CA 90063	1
2	TRIGGS STREET	4432-4434 ½ TRIGGS ST LOS ANGELES, CA 90023	1
3	WEST 90TH STREET	1115-1116 W 90TH ST LOS ANGELES, CA 90044	4
4	IMPERIAL HEIGHTS	1221 W IMPERIAL HWY LOS ANGELES, CA 90044	2
5	ATHENS APARTMENTS	1120 W 107TH ST & 1310 W 110TH ST & 11104 S NORMANDIE AVE LOS ANGELES, CA 90044	2
6	EAST 83RD STREET	1525-1537 E 83RD ST LOS ANGELES, CA 90001	1
7	EAST 84TH ST	1527 E 84TH ST LOS ANGELES, CA 90001	1
8	EAST 87TH STREET	1615-1617 E 87TH ST LOS ANGELES, CA 90002	1
9	88TH & BEACH	8739 BEACH ST LOS ANGELES, CA 90002	1
10	92ND & BANDERA	9104 BANDERA ST LOS ANGELES, CA 90002	2
11	SOUTH BAY GARDENS	230 E 130TH ST LOS ANGELES, CA 90061	24
12	EL SEGUNDO I & JARVIS AVENUE	1928-1949 E EL SEGUNDO BLVD LOS ANGELES, CA 90222 & 12920 JARVIS AVE LOS ANGELES, CA 90061	8
13	EL SEGUNDO II	2141-2145 E EL SEGUNDO BLVD LOS ANGELES, CA 90222	4

14	ADDINGTON & WALDORF	4212-4220 E ADDINGTON ST LOS ANGELES, CA 90221	1
	TOTAL		53

GROUP 9

	Site Name	Address	Sample Size
1	MCBRIDE AVENUE	1229 S MCBRIDE AVE LOS ANGELES, CA 90023	1
2	WILLIAMSON AVENUE	706-708 ½ S. WILLIAMSON AVE LOS ANGELES, CA 90022	1
3	SIMMONS AVENUE	927 SIMMONS AVE LOS ANGELES, CA 90022	1
4	WEST 91ST STREET	1101 & 1109 W 91ST STREET LOS ANGELES, CA 90044	4
5	WEST 90ST STREET	1129-1133 W 90ST STREET LOS ANGELES, CA 90044	2
6	WEST 94TH STREET	1035-1037 ½ W 94TH STREET LOS ANGELES, CA 90044	1
7	WEST 95TH STREET	1324 W 95TH STREET LOS ANGELES, CA 90044	1
8	CENTURY & WILTON	10025 WILTON PL & 2030 CENTURY BLVD LOS ANGELES, CA 90047	10
9	WEST 107TH STREET	1320 W 107TH STREET LOS ANGELES, CA 90044	4
10	NORMANDIE AVENUE	11431-11463 S. NORMANDIE AVE LOS ANGELES, CA 90044	7
11	BUDLONG CREST APARTMENTS	11248 S BUDLONG AVE LOS ANGELES, CA 90044	2
12	WEST 106TH STREET	11126 BUDLONG AVE & 1334-1338 W 106TH ST & 1100-1104 W 106TH ST LOS ANGELES, CA 90044	6
13	105TH & 106TH STREET	1336-1340 W 105TH ST & 1057 W 106th ST LOS ANGELES, CA 90044	3
14	WOODCREST I	1239 W 109TH ST LOS ANGELES, CA 90044	2
15	WOODCREST II	1245 W 109TH ST LOS ANGELES, CA 90044	2
16	EAST 61ST STREET	1231-1235 E 61ST ST LOS ANGELES, CA 90001	2
17	EAST 119TH STREET	1232-1234 E 119TH ST LOS ANGELES, CA 90059	1
	TOTAL		50

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	ASSESSMENT
Statement of Work Section 3.1: By December 2007, hold meetings with Housing Authority staff to review survey questions and complete integration of new survey questions into the historical database.	Contractor complies with requirements under this Section.	Attendance, documentation and observation	$100 deduction in progress payment for every one-week delay.
Section 3.2: Complete personnel recruitment and training by January 2008.	Contractor complies with requirements under this Section.	Observation	$100 deduction in progress payment for every one-week delay.
Section 3.3: Create sample design with prescribed methodology by January 2008.	Contractor complies with requirements under this Section.	Documentation and observation	$100 deduction in progress payment for every one-week delay.
Section 3.4: Adhere to interview schedule and complete on-site, in-person interviews by March 2008.	Contractor complies with requirements under this Section.	Documentation	$100 deduction in progress payment for every one-week delay.
Section 3.5: Use Survey Pro version 3.0H for database and statistical tabulations for each site. Begin tabulations by March 2008, and complete by May 2008.	Contractor complies with requirements under this Section.	Documentation	$100 deduction in progress payment for every one-week delay.
Section 3.6: Begin longitudinal analysis and complete reports for each site, and complete by May 2008. Section 3.7: By May 2008, prepare draft evaluation reports for Housing Authority staff review, using Acrobat PDF electronic format.	Contractor complies with requirements under this Section.	Observation and receipt of document.	$100 deduction in progress payment for every one-week delay.

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	ASSESSMENT
Section 3.7: Integrate Housing Authority edits and comments. Deliver final reports and meet with Housing Authority staff to review results by June 2008.	Contractor complies with requirements under this Section.	Receipt of document	$100 deduction in progress payment for every one-week delay.
Section 3.9: Meet with Housing Authority staff upon request.	Contractor complies with requirements under this Section.	Observation of attendance	$100 deduction in progress payment for every one-week delay.