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of the County of Los Angeles
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Executive Director

ADOPTED
BOARD OF COMMISSIONERS
HOUSING AUTHORITY

#1-H JANUARY 4, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

January 04, 2011

The 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:

AUTHORIZE USE OF JOB ORDER CONTRACT PROGRAM AND APPROVE CONTRACT FOR JOB ORDER CONTRACT CONSULTANT SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This action is to authorize the Housing Authority to implement a Job Order Contract (JOC) construction program and approve award of a contract to the Gordian Group for Job Order Contract consulting services to assist the Housing Authority with the development, implementation, and support of the JOC program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Housing Authority to implement a pilot Job Order Contract construction program, and to provide for a comparison of total project costs and completion times between the JOC process and the Housing Authority's standard procurement process.

2. Authorize the Executive Director or his designee to execute and if necessary terminate a consultant services contract with the Gordian Group for Job Order Contract consulting services to assist the Housing Authority with the development, implementation, and support of a JOC program, to be administered under a tiered pricing system at an initial fee of 5.0 percent of the dollar amount upon issuance of Notice to Proceed for each construction project work order for the first $5 million in work orders, and 1.95 percent of the dollar amount for each construction project work order in excess of $5 million.

3. Find that approval of the contract is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action is not defined as a project under

CEQA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A JOC program is a flexible, cost-effective, unit price, and indefinite quantity contracting method used to effectively and efficiently accomplish maintenance, repair, refurbishment, rehabilitation and other repetitive-type work of Housing Authority modernization projects without extensive plans and specifications. This process reduces administrative requirements, and lowers direct construction costs while meeting all Federal, State, and County procurement requirements.

JOC programs have been successfully implemented by the County's Internal Services Department, Department of Public Works and other local and federal agencies.

The Housing Authority's management and implementation of the JOC program at various housing developments will be enhanced through the use of the consultant's specialized services including program development, document preparation, procurement support, information management, training and technical support. Approval of the recommended action will allow the Housing Authority use of a specialized consultant who can provide these support services, which are essential to the implementation of the JOC program.

During the implementation of the JOC pilot program, Housing Authority staff will compare total project delivery costs and project completion schedules on a reasonable range of projects using both JOC methods and the standard procurement process, in order to further evaluate the cost-effectiveness of the JOC program.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The contract will be funded with project funds that have been or will be budgeted.

The proposed contract provides for a tiered pricing structure. The tiered pricing structure under the proposed contract is based on the total dollar amount of JOC work ordered. The Housing Authority will pay an initial fee of 5.0 percent of the dollar amount upon issuance of Notice to Proceed for each construction project work order for the first $5 million in work orders, and 1.95 percent of the dollar amount for each construction project work order in excess of $5 million. Based on the past five fiscal years, the Housing Authority's estimated expenditures for rehabilitation, refurbishment and modernization capital projects total up to $6 million per year. The Housing Authority will incur JOC expenditures to the extent that project funds are budgeted, committed and available.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract was solicited on an open-competitive basis and in accordance with applicable County requirements. It has been approved as to form by County Counsel and executed by the Gordian Group. The contract term is five years, effective upon execution by all parties, and may be terminated at any time at the sole discretion of the Housing Authority.

The contract contains the Board's required contract provisions including Defaulted Property Tax Reduction, compliance with the Jury Service Ordinance, Safety Surrendered Baby Law and the Child Support programs. In addition, depending on the source of funding, the contract will contain

provisions requiring compliance with Section 3 of the Housing and Community Development Act of 1968, and/or the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program.

Job Order Contracts will be solicited on an open-competitive basis. 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.

On November 17, 2010, the Housing Commission recommended approval of the JOC pilot program and the award of the consultant services contract.

ENVIRONMENTAL DOCUMENTATION

The recommended 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 an administrative activity that will not have a physical impact on or result in any physical changes to the environment. Further, the proposed 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 August 11, 2010, the Housing Authority released a Request for Proposal (RFP) to procure a qualified JOC consulting firm to provide services for the JOC program. RFPs were posted on the County of Los Angeles and on the Housing Authority's websites and advertized in the Los Angeles Times. Notices were sent to 303 vendors registered under the vendor's list. As a result of the outreach, 71 RFPs were requested and distributed and two firms submitted proposals by the original deadline of September 7, 2010. Immediately following the submittal deadline, a review panel consisting of Housing Authority staff began independent evaluations of the proposals based on the criteria listed in the RFP. Such criteria included qualifications, experience, approach to providing services, quality control, Section 3 or GAIN/GROW and compliance with the requirements of the RFP. Both proposals were scored and ranked.

The Gordian Group received the highest score and was determined to be the most qualified and responsive consultant for the JOC program.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The authorization of a JOC program and award of the JOC consultant services contract will expedite the completion of maintenance, unit preparation, repair, refurbishment and other repetitive-type work for Housing Authority projects.

Respectfully submitted,

SEAN ROGAN
Executive Director

SR:by

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Request for Proposals for Job Order Contract (JOC) Consultant Services

On August 11, 2010, the following Request for Proposals (RFP) was initiated to procure the most qualified JOC consultant firms for various Housing Authority Projects.

A. Newspaper Advertising

On August 11, 2010, announcements of the RFP appeared in the Los Angeles Times.

The announcement of the RFP was also posted on the County and Housing Authority's websites. Firms were asked to request the RFP via email directly through the websites or to obtain the RFP from the Housing Authority.

B. Distribution of RFP Notices

The Housing Authority's vendor list was used to mail out RFP notices to 303 firms, of which 173 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 71 RFPs were requested and distributed by the Housing Authority.

C. Pre-proposal conference

On August 19, 2010, a total of seven firms attended a pre-proposal conference to address questions about the proposal content, format, submittal requirements and scope of work.

D. Proposals

On September 7, 2010, two firms submitted proposals, of which one identified itself as female or minority-owned.

E. Review of Proposals and Newspaper Advertising

A review panel consisting of Housing Authority staff reviewed the 2 Proposals and ranked each firm independently. In September 2010, Housing Authority staff selected The Gordian Group as the most qualified firm to provide JOC consultant services.

F. Participation of Minorities and Women – Selected Firm

Name	Ownership	Employees
The Gordian Group	Non-Minority	Total: 109 29 minorities 21 women 26% minority 19% women

G. Participation of Minorities and Women - Firms Not Selected

Policy Masters, Inc.	Minority	Total: 3 2 minorities 3 women 66% minority 100% 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 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: **JOB ORDER CONTRACTING SERVICES**
Location: Various Housing Authority developments
RFP Number: CD 10-234
Consultant: The Gordian Group, Inc.
Services: Authorizing the Housing Authority to implement a Job Order Contract construction program and approving award of a contract to the Gordian Group for Job Order Contract consulting services to assist the Housing Authority with the development, implementation, and support of the JOC program.

Contract Documents: Request for Proposals and attachments; all addenda to the Request for Proposals

Notice to Proceed: The Housing Authority and Consultant desire to enter into this Contract to enable Consultant to provide Job Order Contract ("JOC") Consultant Services to the Housing Authority upon the Housing Authority's issuance of a notice to proceed ("Notice to Proceed") for the project.

Compensation: The contract provides for a tiered pricing structure. The tiered pricing structure under the contract is based on the total dollar amount of JOC work ordered. The Housing Authority will pay an initial fee of five percent (5.0%) of the dollar amount upon issuance of Notice to Proceed for each construction project work order for the first five million dollars ($5,000,000) in work orders, and one and ninety-five hundredths percent (1.95%) of the dollar amount for each construction project work order in excess of five million dollars ($5,000,000).

JOB ORDER CONTRACT CONSULTANT SERVICES CONTRACT

This contract for Job Order Contract Consultant Services ("Contract") is made and entered into this _____ day of _____, _____, ("Contract Date") by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and The Gordian Group, Inc. hereinafter referred to as "Consultant."

RECITALS

1. PURPOSE

The Housing Authority and Consultant desire to enter into this Contract to enable Consultant to provide Job Order Contract ("JOC") Consultant Services to the Housing Authority upon the Housing Authority's issuance of a notice to proceed ("Notice to Proceed") for the project as defined in the Statement of Work ("Work"), Attachment A. The purpose of this Contract is to allow the Housing Authority to retain the services of the Consultant to develop, implement, and support a JOC program instituted by the Housing Authority, and to specifically provide those services related to such and as set forth herein. ("Project").

TERMS AND CONDITIONS

2. TERM

The term of this Contract shall commence on the Contract date specified above, and shall have a duration of five (5) years.

Housing Authority may, at its sole option and discretion, cancel or terminate this Contract, without any liability other than payment for work already performed, up to the date of termination by giving ten (10) days' written notice of such termination to Consultant. In the event of such termination by Housing Authority, Consultant shall surrender and deliver to the Housing Authority, to the extent requested by Housing Authority, within ten (10) days from receipt of said request all documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant. Such documents include, drawings, plans, specifications, reports, unit price books, and all data accumulated to the date of such termination in a form capable of assimilation for use by Housing Authority use.

Housing Authority may take over the Consultant's Services, and prosecute the same to completion by contract or otherwise as provided herein.

3. CONSULTANT'S WORK

Consultant shall fully perform, complete and deliver on time all tasks, services and other work as set forth in Attachment A, and incorporated herein by this reference.

4. RESPONSIBILITIES OF THE HOUSING AUTHORITY

The Housing Authority shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

The Housing Authority shall designate the representative authorized to act in its behalf with respect to the Project. The Housing Authority or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Housing Authority's designated representative authorized to act in its behalf with respect to the Project shall be:

DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

The Housing Authority's representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Housing Authority shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder, if applicable, which are reasonably available to the Housing Authority. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Housing Authority are the proprietary and confidential property of the Housing Authority and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Housing Authority upon completion of the Project.

The Housing Authority shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work and Services.

The Housing Authority shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

5. NOTICE TO PROCEED

Consultant agrees to perform, in a timely and professional manner, all Work and any other work and services that Consultant is authorized to provide pursuant to this Contract. Upon issuance of the notice to proceed ("Notice to Proceed") to Consultant, Consultant shall commence providing the Services set forth in the Notice to Proceed. Each Notice to Proceed shall be incorporated by reference into this Contract. Consultant acknowledges, understands, and agrees that entering into this Contract is not a guarantee that the Housing Authority will issue a Notice to Proceed. Consultant further acknowledges, understands, and agrees that it is entirely possible that the Housing Authority never issues a Notice to Proceed and therefore the Consultant might not provide any Services pursuant to this Contract. The Consultant agrees that all Services performed by the Consultant will be the sole responsibility of the Consultant.

6. COMPENSATION

The contract provides for a tiered pricing structure. The tiered pricing structure under the contract is based on the total dollar amount of JOC work ordered. The Housing Authority will pay an initial fee of five percent (5.0%) of the dollar amount upon issuance of Notice to Proceed for each construction project work order for the first five million dollars ($5,000,000) in work orders, and one and ninety-five hundredths percent (1.95%) of the dollar amount for each construction project work order in excess of five million dollars ($5,000,000). The fee shall be billed to the Housing Authority when each Notice to Proceed is issued to the JOC construction contractor.

The Consultant shall be paid in accordance with the Housing Authority's standard accounts payable system. In addition, the Consultant may charge an hourly rate as further set forth in the Fee Schedule, Attachment B, attached hereto and incorporated herein by this reference. However, these rates and/or cost must be negotiated and agreed to prior to commencing extra services that is not part of the basic services contract.

There shall be no adjustments to compensation except as authorized in an amendment entered into between the parties pursuant to Section 48 of this Contract. The costs for all services performed by Consultant, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Consultant.

The Consultant 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 Consultant after the expiration or other termination of this Contract. Should the Consultant 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 Consultant. This provision shall survive the expiration or other termination of this Contract.

7. PAYMENT SCHEDULE

The Consultant shall submit invoices for compensation for each phase of the scope of Services, in a format approved by the Housing Authority, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Housing Authority 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 Contract. Should Consultant 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 other termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Consultant.

8. 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), the Board of Commissioners of the County of Los Angeles and other sources, 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 Consultant in writing within ten (10) days of receipt of non-appropriation notice.

9. SUSPENSION AND TERMINATION

9.1 Suspension

Housing Authority, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension. Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all Documents (as defined in Section 16 below) other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant. If no Contract as to expenses and fees

can be reached, this Contract may be terminated for the Housing Authority's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at the Housing Authority's sole discretion, terminated for the convenience of Housing Authority upon written notice to the Consultant.

9.2 Termination for Convenience of the Housing Authority

The Housing Authority reserves the right to cancel this Contract in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Housing Authority's reasonable discretion, in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Housing Authority may take over the Services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Housing Authority for any excess costs incurred by Housing Authority in completing the scope of Services of this Contract.

Consultant shall assign the contracts of its consultants and/or their subconsultants to Housing Authority, to the extent requested by the Contracting Officer.

9.3 Termination for Cause and / or Default

This Contract may be terminated by the Housing Authority upon ten (10) days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

A. Continuing failure of the Consultant to perform any Services in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Contract 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 a satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notices, the Housing Authority shall have the power to suspend and/or terminate the performance of this Contract by 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 Contract, or if Consultant abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Consultant by the Housing Authority. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

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

D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the Consultant under this Contract, Consultant shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to the Housing Authority's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

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

Consultant shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Housing Authority.

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

10. ASSIGNMENT BY CONSULTANT

The Consultant shall not assign its rights or delegate its duties under this Contract, 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 this 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 this Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Consultant 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 Consultant.

Shareholders, partners, members, or other equity holders of the Consultant 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 Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this 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 Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, 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 this Contract which may result in the termination of this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

11. 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 Housing Authority.

12. SUBCONTRACTING

The Consultant may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Consultant shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by the Housing Authority.

13. INSURANCE

Without limiting Consultant's indemnifications of the Housing Authority provided in Section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract (unless otherwise set forth herein), the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: JOC Program.

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Consultant, and/or any entities with which Consultant contracts, to procure or

maintain the insurance coverage required in this Section may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Consultant to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Consultant's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Consultant or the insurance carrier.

When Consultant is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Consultant is contracting, is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Housing Authority, a material breach of this Contract.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability 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") (hereinafter collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance 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

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents, shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Consultant agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

14. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise from the acts, errors, or omissions of Consultant, except to the extent that such Liabilities arise from the active negligence, sole negligence or willful misconduct of Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to Public Agencies. Such indemnification language, in favor of the Public Agencies and their Agents, shall also be incorporated in Consultant's contracts with any and all entities, which are providing JOC related services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Consultant agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies and their Agents, as applicable to each of them.

15. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority, or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant 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 Consultant. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Section 9.3, 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 Consultant. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Consultant whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

16. HOUSING AUTHORITY OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Housing Authority upon the Housing Authority's written approval of the Documents or upon the prior termination of the Consultant's Services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Housing Authority of its full rights of ownership and use of the Documents. The Consultant shall retain a record copy for its own files.

17. INDEPENDENT CONSULTANT

The Consultant shall perform the Services as an independent consultant and shall not be considered an employee of the Housing Authority or under Housing Authority supervision or control. This Contract is by and between the Consultant and the Housing Authority, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Housing Authority and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

18. EMPLOYEES OF CONSULTANT

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury 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 act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity 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 Consultant's employees, agents or subconsultants providing services for the Housing Authority. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

19. CONSULTANT'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Consultant 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 Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant 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).

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

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19, "*CONSULTANT'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Housing

Authority under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Housing Authority may terminate this Contract pursuant to Paragraph 9.3 - and pursue debarment of Consultant, pursuant to Housing Authority Policy.

21. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Housing Authority'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.

22. 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 Consultant. The Consultant's relationship to the Housing Authority is solely as an independent contractor.

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

The 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.

24. 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 Contract.

25. 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 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 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 Contract.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973
No person in the United States shall be excluded from participating in, be 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.

Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground 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 funded in whole or in part with funds made available under this title.

During the performance of the Contract, the Consultant agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The 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.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

The 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 Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (non-discrimination in Employment by Government Consultants and Subconsultants)

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, 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 Contract 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 Housing Authority 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 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 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 subcontractor or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 or GAIN/GROW

~~Depending on the funding source, the applicable of either Section 3 or GAIN/GROW~~ will apply. If the contract is funded with federal source(s), Section 3 will apply. If the project is funded with a non-federal source(s), GAIN/GROW would apply. If the project is funded with both federal and nonfederal sources, Section 3 would apply.

Section 3 of the Housing and Urban Development Act of 1968, as Amended (if applicable)

The work to be performed under this Contract may be 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.

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.

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

The Consultant 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 Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant 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 Consultant's obligations under 24 CFR Part 135.

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.

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).

OR

Greater Avenues for Independence (Gain) Program and General Relief Opportunity for Work (Grow) Program (if applicable)

Should the Consultant require additional or replacement personnel after the effective date of this Contract, 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.

26. CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Consultant acknowledges that Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

27. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Consultant to maintain compliance with the requirements set forth in paragraph 26 "CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute a default under this Contract. Without limiting the rights and remedies available to Housing Authority or County under any other provision of this Contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which Housing Authority/County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

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 Contract, 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 subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors 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

The Consultant 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 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 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 Commission, Housing Authority, and County to conduct business only with responsible Consultants.

B. The Consultant is hereby notified that if 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 Housing Authority may, in addition to other remedies provided in this Contract, debar the Consultant 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 Consultant 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 Consultant, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, 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 Commission, Housing Authority, County, or any other public entity.

D. If there is evidence that the Consultant may be subject to debarment, the Housing Authority 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 Contractor Hearing Board.

E. The Contractor 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 Contractor Hearing Board shall prepare a tentative 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. The Consultant 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 Consultant has been debarred for a period longer than five years, that Consultant 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 Consultant 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 Consultant 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, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

Unless the Consultant has demonstrated to the Housing Authority satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, 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.

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 Consultant 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.

If the Consultant is not required to comply with the Jury Service Program when the Contract 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 "Contractor" 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 Contract 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 "Contractor" and/or that Consultant continues to qualify for an exception to the Program.

The Consultant'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 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

The Consultant 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 Consultant which are directly pertinent to this Contract 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 Housing Authority pays final payment and other pending matters are closed under this Contract.

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 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 Consultant shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

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

36. INTERPRETATION

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

37. WAIVER

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

Neither the Housing Authority's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Housing Authority in accordance with applicable law for all damages to the Housing Authority caused by the

Consultant's negligent performance of any of the services furnished under this Contract.

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 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 Consultant. All Documents become the property of the Housing Authority and the Housing Authority holds all the rights to said Documents. The Consultant assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

40. NOTICES

The Housing Authority shall provide the Consultant 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.

The Consultant shall provide the Housing Authority with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Consultant has actual knowledge of such injury or damage. Consultant 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: DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022

The Consultant: David L. Mahler, Vice President of Finance
The Gordian Group, Inc.
140 Bridges Road, Suite E
Mauldin, SC 29662

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

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

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

43. CONSULTANT'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 Consultants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority Consultants that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Consultant 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. REMEDIES

The rights and remedies of the Housing Authority provided for under this Contract are in addition to any other rights and remedies provided at law or in equity. Housing Authority may assert, either during or after performance of this Contract any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.

45. RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the Housing Authority's Executive Director or designee.

46. CERTIFICATION REGARDING LOBBYING

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, 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 that it is 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. The signed County and Federal Lobbyist Certifications submitted with the Contract are incorporated herein.

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

47. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Contract is the responsibility of the Housing Authority's Contracting Officer or designee.

48. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Housing Authority and contains all the covenants and agreements between the parties with respect to such retention.

Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

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

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SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Consultant, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By_____
Sean Rogan
Executive Director

THE GORDIAN GROUP, INC.

By David L. Mahler
David L. Mahler
Vice President of Finance

APPROVED AS TO FORM:
Andrea Sheridan Ordin
Acting County Counsel

By_____
Talin Halabi
Deputy

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT
DIVISION

By_____
DeAnn Johnson
Director

ATTACHMENT A

STATEMENT OF WORK

STATEMENT OF WORK

STATEMENT OF WORK

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

The Commission/Housing Authority is seeking a Job Order Contract Consultant to provide support services for the development and implementation of a Job Order Contract program to perform some and/or all of the following the items listed below as required.

1.0 SCOPE OF WORK

The Commission/Housing Authority seeks a qualified firm to develop, implement and support a Job Order Contracting (JOC) program. This program is necessary to enhance the Commission/Housing Authority's current contracting operations. The main objective of the program is to enable the Commission/Housing Authority to rapidly engage contractors to perform construction and construction related services. All proposals are subject to the conditions and specifications included herein.

2.0 GENERAL REQUIREMENTS

The Contractor shall perform all JOC related work as described in Section 3.0 and other services related to or required for the performance of this Contract.

2.1 [Intentionally Omitted]

2.2 [Intentionally Omitted]

2.3 [Intentionally Omitted]

3.0 SPECIFIC WORK REQUIREMENTS

3.1 PROGRAM DEVELOPMENT

The Firm shall work with the Commission/Housing Authority's facility, procurement, legal and other appropriate staff to develop the JOC program. Program development includes reviewing and assessing

Commission/Housing Authority's needs to determine the size of the program and, in conjunction with COMMISSION/HOUSING AUTHORITY staff, developing execution procedures that will be used to implement and administer the JOC program.

3.2 DOCUMENT PREPARATION

The Firm shall provide a full set of customized JOC documents including a COMMISSION/HOUSING AUTHORITY specific Unit Price Book, Technical Specifications and the Contractual Terms and Conditions. This may include, but is not limited to, items such as the following:

3.2.1 The Unit Price Book shall contain no less than 150,000 individual construction tasks along with an associated unit price. Each unit price shall be based on the prevailing equipment, material and labor prices within COMMISSION/HOUSING AUTHORITY's geographical region. The use of factors to localize prices is not acceptable. A price for demolition shall be provided for each construction task, if applicable.

3.2.2 The Technical Specifications shall be prepared in conjunction with the Unit Price Book and, where available, Commission/Housing Authority standards will be incorporated.

3.2.3 The contractual Terms and Conditions shall be prepared in conjunction with COMMISSION/HOUSING AUTHORITY staff and shall incorporate JOC contract language and forms with all appropriate COMMISSION/HOUSING AUTHORITY contract language and forms.

3.3 PROCUREMENT SUPPORT

The Firm shall be capable of providing COMMISSION/HOUSING AUTHORITY with complete technical and marketing support during the procurement phase. Qualified staff with extensive public sector procurement experience shall provide this support. The Firm will be required to organize and conduct pre-bid meetings with the intending bidders as well as make presentations on behalf of the COMMISSION/HOUSING AUTHORITY with various business and contracting organizations.

INFORMATION MANAGEMENT

The Firm shall provide COMMISSION/HOUSING AUTHORITY with a comprehensive Internet based JOC information management system. This system shall be compatible with the Windows operating system for personal computers. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent COMMISSION/HOUSING AUTHORITY estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking M/WBE participation, and generating customized reports. The system shall be capable of incorporating current COMMISSION/HOUSING AUTHORITY forms and documentation.

JOC System License

The Gordian Group hereby grants to the Community Development Commission of the County of Los Angeles and the Housing Authority of the County of Los Angeles (collectively referred to as the "Public Agencies") and the Public Agencies hereby accept from The Gordian Group for the term of this Agreement, a non-exclusive right, privilege, subscription and license to use The Gordian Group's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") for the sole purpose of operating a Job Order Contracting program for the Public Agencies. The parties hereby agree that Proprietary Information shall include, but is not limited to, The Gordian Group's PROGEN® software and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), training materials and other proprietary materials provided by The Gordian Group. Upon the expiration or termination of this Agreement as provided herein, the Public Agencies shall return to The Gordian Group all Proprietary Information in the Public Agencies' possession.

The Public Agencies acknowledge that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agree that no such disclosure shall be made to anyone without first receiving the written consent of The Gordian Group. The Public Agencies further acknowledge and agree to respect the copyrights, registrations, trade secrets and other proprietary rights of The Gordian Group in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Public Agencies, subject to federal and state laws related to public records disclosure.

Upon the expiration or termination of this Agreement as provided herein, The Gordian Group shall provide to the Public Agencies all project data entered into PROGEN® by the Public Agencies in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or other purchasing document issued by the Public Agencies, this JOC System License shall take precedence.

3.4 TRAINING

The Firm shall provide training to ensure that the JOC program functions properly. As part of the proposal, the Firm shall include its plans to develop specialized training courses that will involve all parties utilizing and administrating the program. All aspects of the program are to be covered in the training. All training is to be "Hands On" with functional use and individual performance as the objective.

3.5 TECHNICAL SUPPORT

The Firm shall provide extensive follow-on technical support. Expectations include assisting COMMISSION/HOUSING AUTHORITY with program execution, troubleshooting, implementation, and continuous system monitoring. Providing follow-on technical support is considered a vital component to ensuring a successful program.

4.0 RESPONSIBILITIES

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

Commission/Housing Authority

4.1 Personnel

4.1.1 The Commission/Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

4.1.2 The Commission/Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.

4.1.3 The Commission/Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

Contractor

4.2 Project Manager

4.2.1 The Contractor shall provide a Project Manager with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Contractor's Project Manager shall act as a central point of contact with the Commission/Housing Authority and shall have full

authority to act for the Contractor on all matters relating to the daily operation of the Contract.

4.2.3 The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

4.2.4 The Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.4.1 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 the Contractor in every detail and must be able to communicate effectively.

4.4.2 The Commission/Housing Authority requires the Contractor, at the Contractor's expense, to conduct background security checks on their employees assigned to the Contract.

4.4 Consultant's Team

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Commission/Housing Authority with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Commission/Housing Authority.

Employees:
Joseph D. Hollet
Louis Patin
Laura Romero
John Ledezma

Subconsultants:
[TBD if needed]

4.5 Uniform / Identification

4.4.1 The Contractor's employees must wear visible identification when working under the Contract on Commission/Housing Authority property. The identification shall be Commission/Housing Authority Visitor ID

4.4.2 The Contractor's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.6 Materials and Equipment

The Contractor is responsible for the purchase of all materials/equipment to provide the needed services. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

4.7 Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.9 Periodic Meetings

Contractor is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.0 HOURS / DAYS OF WORK

Commission/Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. Commission/Housing Authority offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

6.0 QUALITY CONTROL PLAN

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

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission/Housing Authority upon request.

7.0 QUALITY ASSURANCE PLAN

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

7.1 Performance Requirements Summary *(Exhibit 1)*

The Commission/Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to 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 the 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 Commission/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 Commission/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 Commission/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 Commission/Housing Authority, shall be credited to the Commission/Housing Authority on the Contractor's future invoice.

This section does not preclude the Commission/Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

7.2 Periodic Performance Reviews

The Commission/Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

7.3 Contract Deficiency Notice

The Commission/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 Commission/Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission/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 Commission/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 Commission/Housing Authority within ten (10) workdays.

7.4 Commission/Housing Authority Observations

In addition to divisional contracting staff, other Commission/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.

8.0 ADDITION/DELETION OF SERVICES

The Commission/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 Commission/Housing Authority and the Contractor.

EXHIBIT 1 of ATTACHMENT A
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Program Development (SOW Section 3.0)	Completion of Program Development	Receipt of final Program Development Documents	Withhold payment for that service.
Document Preparation (SOW Section 3.0)	Completion of Document Preparation	Receipt of final Documents needed for JOC implementation	Withhold payment for that service.
Procurement Support (SOW Section 3.0)	Completion of Procurement Support	Receipt of Procurement Support	Withhold payment for that service.
Information Management System (SOW Section 3.0)	Completion of Information Management System	Confirmation that an Information Management System for implementing a JOC program works	Withhold payment for that service.
Training (SOW Section 3.0)	Completion of Training	Receipt of Training by staff	Withhold payment for that service.
Technical Support (SOW Section 3.0)	Completion of Technical Support	Receipt of Technical support	Withhold payment for that service.
Other Services	Completion of Other Services	Receipt of Documents Evidencing Completion of Services	Withhold payment for that service.

ATTACHMENT B

FEE SCHEDULE

The Consultant may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the basic services contract. These rates are subject to annual adjustments.

Senior Project Manager:	$270.00 per hour
Project Manager:	$130.00 per hour
Intermediate Project Manager:	$110.00 per hour
Administrative Assistance:	$60.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred Thousand Dollars ($100,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Housing Commission and Board of Commissioners of the Housing Authority.

ATTACHMENT C

REQUIRED CONTRACT FORMS

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

The County's solicitation for this contract/purchase order (Request for Proposal, Statement of Qualifications, or Invitation for Bid) is subject to the County of Los Angeles Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: The Gordian Group, Inc		
Company Address: 140 Bridges Road, Suite E		
City: Mauldin	State: SC	Zip Code: 29662
Telephone Number: (800) 874-2291		
Solicitation For (Type of Goods or Services): Job Order Contracting 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 County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County 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, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: David L. Mahler	Title: Vice President of Finance
Signature: David L. Mahler	Date: 9-2-10

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Bidder/Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by Commission/Housing Authority) X NO

B. Bidder/Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Bidder/Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____NO

C. Bidder/Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____ NO X N/A (Program not available)

Bidder/Proposer Organization: The Gordian Group, Inc.

Signature: David L. Mahler

Print Name: David L. Mahler

Title: Vice President of Finance Date: 9-2-10

Tel.#: (800) 874-2291 Fax #:(864) 233-9100

CHARITABLE CONTRIBUTIONS CERTIFICATION

The Gordian Group, Inc.
Company Name

140 Bridges Road, Suite E, Mauldin, SC 29662
Address

58-1900371
Internal Revenue Service Employer Identification Number

N/A
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
( )	(X)

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.

David L. Mahler
Signature

9-2-10
Date

David L. Mahler, Vice President of Finance
Name and Title (please type or print)

ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

The consultant certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the consultant's organizational, financial, contractual, or other interests may, without some restriction on future activities.

A. Result in an unfair competitive advantage to the consultant; or

B. Impair the consultant's objectivity in performing the contract work.

[X] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

Authorized Official:

Name: David L. Mahler Title: Vice Pres. of Finance

Signature: David L. Mahler Date: 9-2-10

CONTINGENT FEE REPRESENTATION AND AGREEMENT

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

(1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and

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

If the answer to either (1) or (2) above is affirmative, the bidder/proposer shall make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development Commission of the County of Los Angeles/Housing Authority of the County of Los Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: David L. Mahler Title: Vice Pres. of Finance

Signature: David L. Mahler Date: 9-2-10

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: The Gordian Group, Inc.		
Company Address: 140 Bridges Road, Suite E		
City: Mauldin	State: SC	Zip Code: 29662
Telephone Number: (800) 874-2291	Email address:	d.mahler@gordian-group.com
Solicitation/Contract For RFP No. CDC 10-234 Services:		

The Proposer/Bidder/Contractor certifies that

☒ It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable Inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:

- ☐ Mandated by federal or state law or a condition of federal or state program;
- ☐ The purchase is made through a state or federal contract;
- ☐ The purchase is made for equipment or supplies for, or by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
- ☐ Sole source provider with exclusive and proprietary rights to services or goods;
- ☐ Emergency services provider for services or goods;
- ☐ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners;
- ☐ Required to comply with the laws of the United Sates or California, which are inconsistent with this program.

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

Print Name: David L. Mahler	Title: Vice President of Finance
Signature: David L. Mahler	Date: 9-2-10

VENDOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Gordian Group, Inc.
Vendor's Name

140 Bridges Road, Suite E, Mauldin, SC 29662
Address

58-1900371
Internal Revenue Service Employer Identification Number

GENERAL

The Consultant 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 Consultant further certifies that all subconsultants, suppliers, vendors and distributors with whom the Consultant 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.

Name and Title of Signer: David L. Mahler, Vice President of Finance

Signature: David L. Mahler

FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: The Gordian Group, Inc Date: 9-2-10

Address: 140 Bridges Road, Suite E, Mauldin

State: SC Zip Code: 29662 Phone No. (800) 874-2291

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

1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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

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

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

Authorized Official:

Name: David L. Mahler Title: Vice President of Finance

Signature: David L. Mahler Date: 9-2-10

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: The Gordian Group, Inc.

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

Total Number of Employees (including owners): 109

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			1		5	2
Hispanic/Latino			1		8	2
Asian or Pacific Islander			1	1	5	3
American Indian						
Filipino						
White			11	2	56	11

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.

*** The Gordian Group, Inc. is 100% owned by a holding company.**

	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
David L. Mahler	David L. Mahler	Vice President of Finance	9-2-10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
The Gordian Group, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
140 Bridges Road, Suite E

Requester's name and address (optional)

City, state, and ZIP code
Mauldin, SC 29662

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

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

Social security number

or

Employer identification number
58 1900371

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. citizen or other U.S. person (defined below).

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.

Sign Here Signature of U.S. person ▶ David L. Mahler Date ▶ 9-2-10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Community Development Commission of the County of Los Angeles

Vendor Application

To be placed on the CDC's Vendor List, please complete the information as completely as possible and return with the Organization Information Form and W-9 to:
Community Development Commission
Attn: Central Services Vendor List
2 Coral Circle • Monterey Park, CA 91755-7425
Phone: (323)890-7339 • Fax (323) 890-8578

FOR OFFICE USE ONLY
Received:
Vendor #:
Date Entered:
Entered By

☒ New Applicant ☐ Update of Company's Information

Name of Company: The Gordian Group, Inc.

Contact Person: David L. Mahler Title: Vice President of Finance

Company Address: 140 Bridges Road, Suite E Mauldin SC 29662
(PO. Box will not be accepted) Street City State Zip + 4
Billing Address Remit To: P.O. Box 751959 Charlotte NC 28275-1959
(if different from above) Street City State Zip +4
Phone Number (800) 874-2291 Fax Number (864) 233-9100 Email: AR@gordian-group.com

☒ Federal ID. No. ☐ Social Security No. ☐ Federal Non-Profit No. (Attach copy of IRS Section 501(c) (3) Non-Profit letter)
Please print Federal I.D., Social Security or Federal Non-Profit No. 58-1900371

TYPE Of OWNERSHIP (check all applicable)

☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Limited Liability
☐ Other

TYPE OF BUSINESS (check all applicable)

☐ Manufacturer ☐ Distributor ☐ Construction Contractor ☒ Consultant ☐ Broker/Awl ☐ Vendor
☐ Other

PRODUCTS/SERVICES PROVIDED

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

CODE	PRODUCT/SERVICE	CODE	PRODUCT/SERVICE
PR050	Management Consulting		
SU009	Computer Software		
PR013	Construction Management		

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

Signature David L. Mahler Title Vice President of Finance Date 9-2-10
(Application is NOT valid unless signed and dated.)

Rev. 3/16/07

ATTACHMENT D

REQUIRED CONTRACT NOTICES

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 2004)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

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

Which Employees Must I Notify About the EIC?

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

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

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

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

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

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

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

How Do My Employees Claim the EIC?

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

How Do My Employees Get Advance EIC Payments?

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

Cat. No. 20599I

No shame.

No blame.

No names.

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

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

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

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.

Sin culpa.

Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)