



REQUEST FOR PROPOSAL - RFP MHA-003-2011

FOR

SOCIAL SERVICE PROVIDERS FOR
MARIN HOUSING AUTHORITY RESIDENTS

RFP ISSUE DATE: August 3, 2011

PROPOSAL DUE DATE: AUGUST 16, 2011, 4:00PM

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1. GENERAL INFORMATION

1.1. INTRODUCTION

The Housing Authority of the County of Marin (MHA) – now in its 69th year of service – is a leading provider of housing in Marin County. MHA provides rental subsidies, homeownership opportunities and develops safe, affordable housing for low to moderate income families, seniors and persons with disabilities. MHA serves over nine thousand residents each year.

MHA is a public corporation created pursuant to the Health and Safety Code of the State of California. Housing Authorities are authorized to provide decent, safe and sanitary housing for low to moderate income people.

While enabled under State law and principally funded by Federal funding, MHA was created as a separate legal entity from the county and is governed by local government. MHA has 65 employees, 9000 plus residents and an annual budget near \$40,000,000.

1.2. BACKGROUND

In keeping with its mandate to provide assistance and effective services, MHA is requesting proposals from qualified service providers to provide the services detailed below. All proposals submitted in response to this request must conform to all of the requirements outlined within this document and any designated attachments, in their entirety.

MHA operates a 292 unit apartment community in Southern Marin County known as Golden Gate Village (GGV). GGV is located at 429 Drake Avenue, within the vibrant community of Marin City. Within the historic GGV community resides over 900 residents. All services provided will be directly accessible to residents that live at or near GGV.

2. SCOPE OF SERVICES

2.1. CONTRACTOR SERVICES REQUIRED

MHA would like to increase and create resident services at GGV. MHA is requesting proposals from qualified service providers to develop, implement, and manage new services in the GGV community for at least two years. MHA will provide the facility space and funding support. The contractor should provide all services and additional funding/resources. . When responding to this request, service providers may consider including any one or combination of the following:

- Health/Exercise/ Performing Arts Coordination; or- Recreational Programs; or
- Education/ Learning Center/ After-school Programs; or
- Business Start-Up (Incubation) Assistance; or
- Service Delivery Related to Prisoner Reentry, Substance Consulting, or Mental Health

2.1.1. CONTRACTOR REQUIRED CONTRIBUTIONS AND PERFORMANCE

The contractor that is selected as a service provider will be responsible for:

- Providing funding for any and all costs associated with performance of services required under the contract, above an amount of Eighty-Five Thousand Dollars (\$85,000) (see below) , AND
- Performing and providing ALL services described within the proposal submitted in response to the RFP.

2.2. MHA SUPPLEMENTAL SERVICES/RESOURCES

In order to increase resident services in the GGV community, MHA will commit the following resources to assist in providing the services required under the contract:

- Up to Eighty-Five Thousand dollars (\$85, 000) in funding, for an initial two-year (2) term. Funding may be disbursed over a one or two year period depending on proposal.
- Up to 4,000 square feet of existing ground floor building space located at Drake Avenue in Marin City, California GGV for a below market lease rate.
- General maintenance of said facilities provided by MHA.

3. RFP INSTRUCTIONS

3.1. RFP CONTACT INFORMATION

This RFP is being issued, as well as any addenda by MHA. The contact person for MHA is:

HOUSING AUTHORITY OF THE COUNTY OF MARIN
Attention: June Miyake, Director of Supportive Housing
4020 Civic Center Drive
San Rafael, CA 94903
415-491-2534

Email: jmiyake@marinhousing.org

3.2. RFP SUBMISSION AND FORMAT

Proposals must be submitted via hardcopy (mail, parcel, or hand delivery) using the enclosed proposals form and include the required attachments. **Telephone, email or fax responses will NOT be accepted for this request.**

The envelope must be sealed, contain one (1) original signed proposal, and at least two (2) copies of the proposal. Each submission should include the following notation on the cover page, "REQUEST FOR PROPOSAL FOR RESIDENT SERVICE PROVIDER ENCLOSED." Each copy of the proposal should have a cover page and be placed unfolded, in a sealed package.

Proposal Deadline: Your proposal must be received by mail or hand delivery at the address above **NOT LATER THAN 4 PM on TUESDAY, AUGUST 16, 2011.** Proposals received after that time will not be considered.

3.3. CONTACTS AND QUESTIONS

All questions concerning the RFP shall be directed to June Miyake, Director of Supportive Housing. You must submit them in writing to jmiyake@MarinHousing.org **no later than August 10, 2011 4:00 p.m.**

- 3.3.1. To avoid all appearances of impropriety proposer should only contact the above referenced staff person and should not attempt to contact any MHA Commissioner or the Executive Director. No oral request for clarification or information will be accepted.

3.4. PRE-BID CONFERENCE: Not Scheduled/Required

3.5. BONDING: Bid or performance bonds are not required.

3.6. MHA RESERVATION OF RIGHTS

- 3.6.1. MHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by MHA to be in its best interests.
- 3.6.2. MHA reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of MHA's choosing.
- 3.6.3. MHA reserves the right not to award a contract pursuant to this RFP.
- 3.6.4. MHA reserves the right to request an oral interview with, and additional information from, companies/individuals prior to final selection of a provider.
- 3.6.5. MHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon written notice to the successful bidder(s).
- 3.6.6. MHA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this RFP.
- 3.6.7. MHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days after the deadline for receiving bids.
- 3.6.8. MHA reserves the right to negotiate the fees proposed by the bidder entity.
- 3.6.9. MHA reserves the right to reject and not consider any bid that does not meet the requirements of this RFP, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 3.6.10. MHA shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- 3.6.11. MHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective bidder is hereby agreeing to abide by all terms and conditions listed within this document. Any exceptions must be clearly noted in the proposal.
- 3.6.12. INVALID OR ALTERNATE QUOTES: Failure to complete and submit all required information, or to add any additional requirements not acceptable to the MHA, may invalidate the proposal submitted. Furthermore, the MHA shall reserve the right to reject, without consideration, alternate quotes that do not meet the requirements of this RFP.

3.7. RFP SCHEDULE

Request for Proposal Released	August 3, 2011
Questions Due	August 10, 2011 by 4:00pm
Posting of Responses for Questions	August 11, 2011
Proposals Due	August 16, 2011 by 4:00 p.m.
Evaluation Process	August 16, 2011 -- August 26, 2011
Ranking of Proposals (and negotiation, if necessary, with Top Proposer(s))	August 26, 2011 – August 31, 2011
Award Contract (Tentative)	August 31, 2011

3.8. PROPOSAL CONTENT AND FORMAT

The proposal must contain specific information to facilitate its evaluation – as outlined in RFP Section 4.1. – and must be submitted in the following format:

- A. TABLE OF CONTENTS
- B. DETAILED DESCRIPTION OF YOUR ORGANIZATION
- C. RESPONSES TO QUALIFICATIONS, EXPERIENCE AND CAPACITY INQUIRIES

NOTE: This section of the response (Section 3.8 – Part “C”) MUST include detailed responses to the five (5) requests below.

- (1) Provide an Executive Summary of proposed services and performance metrics. The performance metrics should indicate how to measure and determine if the service goals and/or targets presented in the proposal have been met.

Include in this section, any facility assumptions and requirements.

NOTE: There are 3 – 4 distinct spaces. Please describe, in detail how much square footage your organization would require to operate and fully perform the services detailed in the proposal.

- (2) Describe and list the source(s) and amount of any Non-MHA funding available to fully perform all services described in the proposal.

List the source and amount of all existing or anticipated funding available to complete the services described in the proposal.

- (3) Describe past experience and qualifications of your organization and/or that of organizations with whom you intend to partner with, which illustrate your ability to successfully perform the services described in the proposal.

- (4) Describe the expected results of the services or programs you will provide. (i.e. Estimate the number of persons to be served per month, Impact of services on participants, Specific results expected)

- (5) State the approximate or proposed costs of the services described in the proposal. The approximation should include, to the greatest extent possible, a cost breakdown of fees.

Respondent may, if they choose, submit this information in the form of an approximated annual budget.

4. PROPOSAL EVALUATION

4.1. CRITERIA FOR EVALUATION

	CRITERIA	POINTS
1.	POTENTIAL IMPACT OF SERVICES ON COMMUNITY Community benefit of proposed activities	35
2.	AVAILABILITY OF FUNDING Fiscal capacity and availability of non-MHA funding to provide all services described in the proposal	25
3.	SECTION 3 Demonstrates plan to comply or existing compliance with Section 3 Regulations	10
4.	MWBE (Minority or Woman Business Enterprises) If applicable, list any M/WBE ownership or firms that will be used as subcontractors or sub-consultants on a contract awarded from the RFP. (Also, please provide diversity and protected class status of intended staff for informational purposes.	10
5.	SERVICE CAPABILITIES AND EXPERIENCE Past Experience With Similar Activities and Services and Credentials of Staff or S	15
6.	QUALITY OF PROPOSAL / DEGREE OF RESPONSIVENESS Professional presentation that provides detailed responses to each item listed under RFP Section 3.8	5
	TOTAL POINTS POSSIBLE	100

4.2. RELEASE OF INFORMATION

Information submitted in response to this RFP will not be released by MHA during the proposal evaluation process or prior to a contract award. Once contracts have been awarded, release of information will be subject to the California Public Records Act.

4.3. PROTESTS/DISPUTES

Any protest against this request for proposals must be received at least ten calendar days before the due date for receipt of proposals. Any dispute against rejection of a proposal or protest of Notice of Award a contract must be received within seven calendar days, after publication of Notice of Award, or the protest will not be considered. Any bid protest or dispute must be in writing and submitted to RFP contact person.

The envelope containing the protest must be marked with the Proposer's name and corresponding solicitation number and conspicuously identified as an "RFP Protest." The Proposer's written protest must specify the legal, procedural, and/or factual grounds upon which the protest is based as well as a statement of relief requested.

The judgment used in scoring by individual evaluators is not grounds for protest.

A written decision on the matter shall be issued to the disputing or protesting party within ten (10) days of receipt.

4.4. CONTRACT PERIOD

MHA anticipates that it will award contract/contracts for an initial two (2) year period, with the option to renew, at MHA's sole discretion, the contract annually, provided that the maximum contract term does not exceed a period of five (5) years.

4.5. AVAILABILITY OF FUNDS

MHA's obligation under the contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of MHA for any payment may arise until funds are made available for the purpose of the contract.

4.6. PROPOSER WITHDRAWAL AND MODIFICATION

By submitting a proposal in response to this RFP, Proposer agrees their proposal is a binding offer to perform the work described in this RFP. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the Solicitation Coordinator for this RFP. Proposals may not be withdrawn or modified after the proposal due date and time unless MHA agrees in writing.

4.7. UNAUTHORIZED SUBCONTRACTING PROHIBITED

The successful respondent shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP without the prior written consent of MHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MHA shall be void and may result in the cancellation of the PO or the contract with MHA.

4.8. DEBARMENT STATEMENT

By submitting this proposal, respondent agrees that they, nor any partner, subcontractor or staff member is debarred, suspended, or otherwise prohibited from conducting business with any Federal, State or Local agency.

4.9. NEGOTIATIONS

MHA reserves the right to enter into negotiations, at its sole discretion, with the apparent successful Proposer(s). If MHA, in its sole discretion, determines that such negotiations have reached an impasse, MHA reserves the right to terminate negotiations with that Proposer and commence negotiations with the next highest-ranked responsive Proposer or to terminate all negotiations. This process may continue until an agreement is reached and the Contract is executed or MHA cancels this RFP or terminates negotiations.

4.10. COST OF THE PROPOSAL

Costs incurred by any proposer in response to this RFP shall be the responsibility of the proposer and no cost will be reimbursed by MHA. Proposers shall not include any such expense as part of this proposal.

4.11. NOTICE OF AWARD

After completion of the evaluation process, MHA will name a/the "Successful Proposer(s)" and issue a "Notice of Intent to Award" to this Proposer. Identification of the "Successful Proposer" is procedural only and creates no right in the named Proposer(s) to contract award. The successful proposer will be notified through a formal letter.

5. ATTACHMENTS

5.1. ATTACHMENT 1: PROPOSER'S STATEMENT

PROPOSER'S STATEMENT

**Each Proposer must read, agree to, sign and return this page with their proposal.
Failure to do so may be grounds for proposal rejection.**

The undersigned proposer, hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if MHA discovers that any information entered herein to be false, such shall entitle MHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the information regarding services, funding, costs and capacity, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by MHA. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply MHA with the services described herein for the fee(s) entered within the areas provided pertaining to this RFP.

SIGNATURE

PRINTED NAME

TITLE

COMPANY/ORGANIZATION

**(City, State)
OFFICIAL ADDRESS**

TELEPHONE NUMBER

5.2.1. ATTACHMENT 2: INSURANCE AND INDEMNIFICATION

5.2.1.1. INSURANCE REQUIREMENTS

Prior to award Contractor shall, without assistance from MHA, procure and maintain insurance limits, for the life of the contract, no less than:

- **General Liability:** \$1,000,000 (one million dollars) per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
- **Workers Compensation (statutory) and Employer's Liability:** \$1,000,000 (one million dollars) per accident for Bodily Injury or Disease.
- **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than \$1,000,000 (one million dollars) for liability claims arising from or due to the negligence in the performance of professional services under the Contract.

5.2.1.2. MHA INSURANCE AND INDEMNIFICATION REQUIREMENTS

- Contractor agrees to indemnify, defend and hold harmless MHA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by MHA on account of any claim therefore, except where such indemnification is prohibited by law.
- Contractor agrees to name MHA, its Officers, Directors, Employees and Volunteers as additionally insured parties. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming MHA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of this contract.
- The insurance provided under this contract shall be the primary insurance for any and all claims arising under or related to this contract.
- The insurance must not be cancelled at any time, for any reason, except after 30 days written notice to MHA. Any such notice must be sent by certified or registered mail and contractor must produce evidence of mail receipt upon request by MHA.

5.2.1.3. REGULATIONS AND SAFE CONDUCT STANDARDS

Contractor shall plan and conduct the work and services to safeguard persons and property from injury. Contractor shall direct the performance of the Work in compliance with reasonable safety and work practices and with applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health. MHA may designate safety precautions in addition to those in use or proposed by Contractor. MHA reserves the right to inspect the property to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Contractor follow said practices and applicable laws, rules, and regulations, nor adherence thereto by Contractor, shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

5.3. **ATTACHMENT 3: SECTION 3 STATEMENT** (12 U.S.C. 1701u) (24 CFR Part 135)

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

As a result of receiving financial assistance from HUD, MHA is required to maintain compliance with Section 3 of the HUD Act of 1968, as amended by section 915 of the Housing and Community Development Act of 1992.

It is MHA's policy to achieve Section 3 goals through contracting with vendors that subcontract with Section 3 businesses, hiring Section 3 eligible applicants, contracting with Section 3 Business Concerns and Resident Owned businesses, and/or providing other economic opportunities (e.g. training programs).

MHA encourages Section 3 business Concerns to apply for contracting opportunities throughout the competitive procurement process.

Contractor's submitting proposals agree to abide by and include the following Section 3 requirements in the contract:

- 5.3.1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 5.3.2. The parties to this contact agree to comply with HUD's regulations in 24 CFR parts 135, which implements 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.

- 5.3.3. 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.
- 5.3.4. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 5.3.5. The parties to this contract agree to comply with HUD's regulations in 24 CFR parts 135, which implements 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.
- 5.3.6. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications of 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.
- 5.3.7. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135
- 5.3.8. The contractor will certify that any vacant employment position, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 5.3.9. 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.

5.3.10. 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 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).

5.4. ATTACHMENT 4: CHECKLIST FOR RESPONSE

(Completed by August 16, 2011)

- COVER PAGE
- TABLE OF CONTENTS
- DETAILED DESCRIPTION OF ORGANIZATION
- RESPONSES TO QUALIFICATIONS, EXPERIENCE AND CAPACITY INQUIRIES
- HUD FORM 5369 C – CERTIFICATION AND REPRESENTATIONS
- HUD FORM 55369 B - INSTRUCTIONS TO OFFERORS NON-CONSTRUCTION
- MBE/WBE DESCRIPTION
- SECTION 3 STATEMENT
- CHECKLIST FOR RESPONSE
- PROPOSERS STATEMENT

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, 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.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA 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.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

5.7.

Small, Minority, Women-Owned Business Concern Representation

The company listed below represents and certifies that it –

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- Hasidic Jewish American

_____ hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Company Name)

(Company Address)



Section 3 Business Information Packet

Section 3 – Economic opportunities for low-income persons.

07/20/2011

SECTION 3 FREQUENTLY ASKED QUESTIONS

What is Section 3?

Section 3 of the Housing and Urban Development Act of 1968 requires Marin Housing Authority to direct a portion of its spending toward low-income persons living in the communities it serves. One way Marin Housing Authority (MHA) achieves this goal is by awarding contracts to businesses that have made a commitment to providing opportunities to low-income persons in Marin County.

Who is a Section 3 Resident?

For purposes of Marin Housing Authority, a Section 3 Resident is either:

1. A Marin Housing Authority public housing resident;
- OR
2. A Marin County resident with household income at or below the following income guidelines.

Marin County 2011 Median Household Income Limits							
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
<u>Low (80%) Income Limits</u>	\$59,850	\$68,400	\$76,950	\$85,450	\$92,300	\$99,150	\$106,000

What is a Section 3 Business?

There are three ways in which a business can achieve Section 3 status:

Status 1: Resident Owned Business

Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident).

Status 2: Resident Employed Business

Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Marin County residents).

Status 3: Subcontracting to Section 3 Businesses

Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

How does MHA define “new hire”?

MHA considers a contractor’s current workforce to be employees that appear on the contractor’s active payroll for at least 60 of the 100 working days prior to the award of the Section 3 covered contract. Any employee that is hired full-time for work under the covered contract and has not appeared on the contractor’s active payroll for 60 days or more of the 100 working days prior to awarding the covered contract is considered a new hire.

How does MHA define “permanent” and “full-time” employee?

In order to be considered **permanent**, an employee must be:

- A direct employee of the company wishing to achieve Section 3 Business status, and
- Filing a position that is intended to last for the duration of the Section 3 covered project.

While MHA understands that it is difficult to predict how long an employee will remain in a given position, it should be the intention of the company to keep the employee for the duration of the covered project. If, in an audit, it is found that a Section 3 Resident was counted as a permanent employee but let go prior to the completion of the covered project, additional documentation may be required regarding the permanent nature of the position.

In order to be considered **full-time**, an employee must work a minimum of 32 hours per week.

What are my Section 3 requirements as an MHA Contractor?

All MHA contractors and subcontractors on Section 3 covered projects are required to meet the following hiring and contracting goals:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

What is the difference between a contractor complying with Section 3 regulatory requirements verses a contractor being a Section 3 Business?

In order to **comply with Section 3 regulations** every contractor or subcontractor on a Section 3 covered project must meet the minimum numerical goals listed above regardless of whether they qualify as a Section 3 Business. In order to qualify as a **Section 3 Business** and receive the preferences available to Section 3 Businesses, your company must be **one** of the following:

- **Status 1: Resident Owned Business** – Fifty-one percent (51%) or more owned by a Section 3 Resident (either public housing resident or low-income Marin County resident).
- **Status 2: Resident Employed Business** – Thirty percent (30%) of permanent, full-time employees are Section 3 Residents (either public housing residents or low-income Marin County residents).
- **Status 3: Subcontracting to Section 3 Businesses** – Twenty-five percent (25%) of the dollar amount of the awarded contract must be subcontracted to Section 3 Businesses. This option is only available to Primary Contractors.

What preferences are available for contractors or subcontractors that meet Section 3 Business status?

If your company meets the definition of a Section 3 Business or makes a commitment to meeting the definition in the completion of the covered contract, you will be eligible for preference in the award of the contract. The type of preference available depends on the type of procurement process required. Every MHA Section 3 covered request for proposal, bid, or quote will include the Section 3 Business preference available and the weight of that preference in the selection process. If you are a subcontractor of an MHA primary contractor, any preference provided for Section 3 Businesses in awarding subcontracts will be handled by the primary contractor. Please contact the primary contractor for their Section 3 Business preference information.

What is a MHA primary contractor?

A MHA primary contractor is any business that has a contract directly with MHA. If a primary contractor awards subcontracts under a Section 3 covered project, the primary contractor must include the Section 3 Clause in all covered subcontracts. It must hold its subcontractors to the same contractor compliance requirements the primary contractor must meet. It is also responsible for gathering and maintaining documentation regard its subcontractors' Section 3 compliance and Section 3 Business status.

Can subcontractors of primary contractors meet Section 3 Business status by Status #3: Subcontracting?

No, the regulations do not allow for subcontractors to meet Section 3 Business status by additional subcontracting. Subcontractors of MHA primary contractors can only be Section 3 Businesses by Status 1: Resident Owned or

Status 2: Resident Employed. However, if a subcontractor chooses to subcontract any portion of their Section 3 covered contract, the secondary subcontractor must meet the Section 3 compliance requirements:

- 30% of all new hires for the covered project must be Section 3 Residents,
- 10% of all building trades subcontracts must be to Section 3 Businesses, and
- 3% of all other subcontracts (excluding materials only contracts) must be to Section 3 Businesses.

How long do Section 3 documents need to be stored?

Documents relating to Section 3 status unless otherwise indicated must be stored and made available for Section 3 audits for at least 5 years from the close of the contract to which they apply.

How do I find Section 3 employees?

MCCDC – MHA has partnered with the Marin City Community Development Corporation (MCCDC) to provide a central location for community members to find out about job openings on MHA projects and for MHA contractors to get referrals of qualified job seekers that are Section 3 eligible. If you would like to utilize MCCDC, contact Drew Douglass, Enterprise Development Director, at (415) 339-2843.

Marin Employment Connection – MEC offers a wide range of services to both job seekers and employers. You can do on-site recruitment as well as free job posting. For more information about the services offered, contact MEC Business Services Information Line at (415) 507-2100.

Canal Alliance – Canal Alliance is a social service agency located in the Canal district of San Rafael. They offer a wide range of job search and support services to Marin residents. If you wish to post a job opening, you can contact Jamie Goekler, at (415) 306-0437 or jamiieg@canalalliance.org.

What if I can't find qualified Section 3 Residents using the resources above?

It is the responsibility of the contractor and subcontractor to meet the Section 3 Resident hiring requirements of their contract. If the resources listed above are not helpful, you may need to broaden your search by placing ads with online services such as Craigslist or in local newspapers.

How can I get additional support?

If you have questions not answered in this packet or need additional support in meeting your Section 3 compliance requirements, you may contact Marianne Lim, at 415-472-3382 or m_lim@marinhousing.org

SECTION 3 RESIDENT CERTIFICATION

Name: _____ Phone: _____

Home Address: _____

Purpose of Section 3

Section 3 of the Housing and Urban Development Act of 1968, requires that Marin Housing Authority ensure employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to low-income persons, particularly recipients of government housing assistance, in Marin County.

A Section 3 Resident is:

1. A Marin Housing Authority public housing resident; **Or**
2. An individual or family who lives in Marin County and whose income is at or below the following low-income guidelines set by HUD.

Marin County Median Household Income Schedule (FY 2011)

Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
Low (80%) Income Limits	\$59,850	\$68,400	\$76,950	\$85,450	\$92,300	\$99,150	\$106,000

Statement of Certification

I, _____, certify that I have reviewed the Section 3 qualifications listed above and am eligible for Section 3 status because (check one):

- I am a Marin Housing Authority public housing resident; **Or**
 I am a Marin County resident with household income below the amount listed above.

I understand that if requested, I must provide evidence of my eligibility by producing my most recent tax return and residential lease or mortgage statement in place at the date of signing this certification.

If you are unable to provide evidence of Section 3 eligibility, DO NOT SIGN BELOW. Penalties for falsely certifying Section 3 eligibility or being unable to provide evidence when requested may include termination of employment.

Signature: _____ Date: _____

I have read the definition of a Section 3 Resident and it does not apply to me.

Signature: _____ Date: _____

SECTION 3 COVER PROJECT
LABOR PLAN

Primary Contractor: _____

Sub-Contractor (if applicable): _____

Completed By: _____ Title: _____ Date: _____

Instructions:

If completing plan at bid or Notice to Proceed – list all current employees and employees you intend to hire in completing the Section 3 covered contract. If completing at 50% or contract close – list only current staff; do not provide hiring goals.

RFP/Q Number	Project Name or Title			
Trade/Job Title	Number of Positions			
	Filled by Current* Employees		New Hires**	
	Total	Sec. 3	Total	Sec. 3
Apprentices/Trades:				

* Current Employees are defined as any workers who have appeared on the Contractor's payroll for at least 60 days of the 100 working days prior to the award of this contract.

** New Hires are defined as any workers who have not worked 60 days or more of the 100 working days prior to the award of this contract.

**SECTION 3 COVERED PROJECT
SUBCONTRACTING PLAN**

Primary Contractor: _____

Sub-Contractor (if applicable): _____

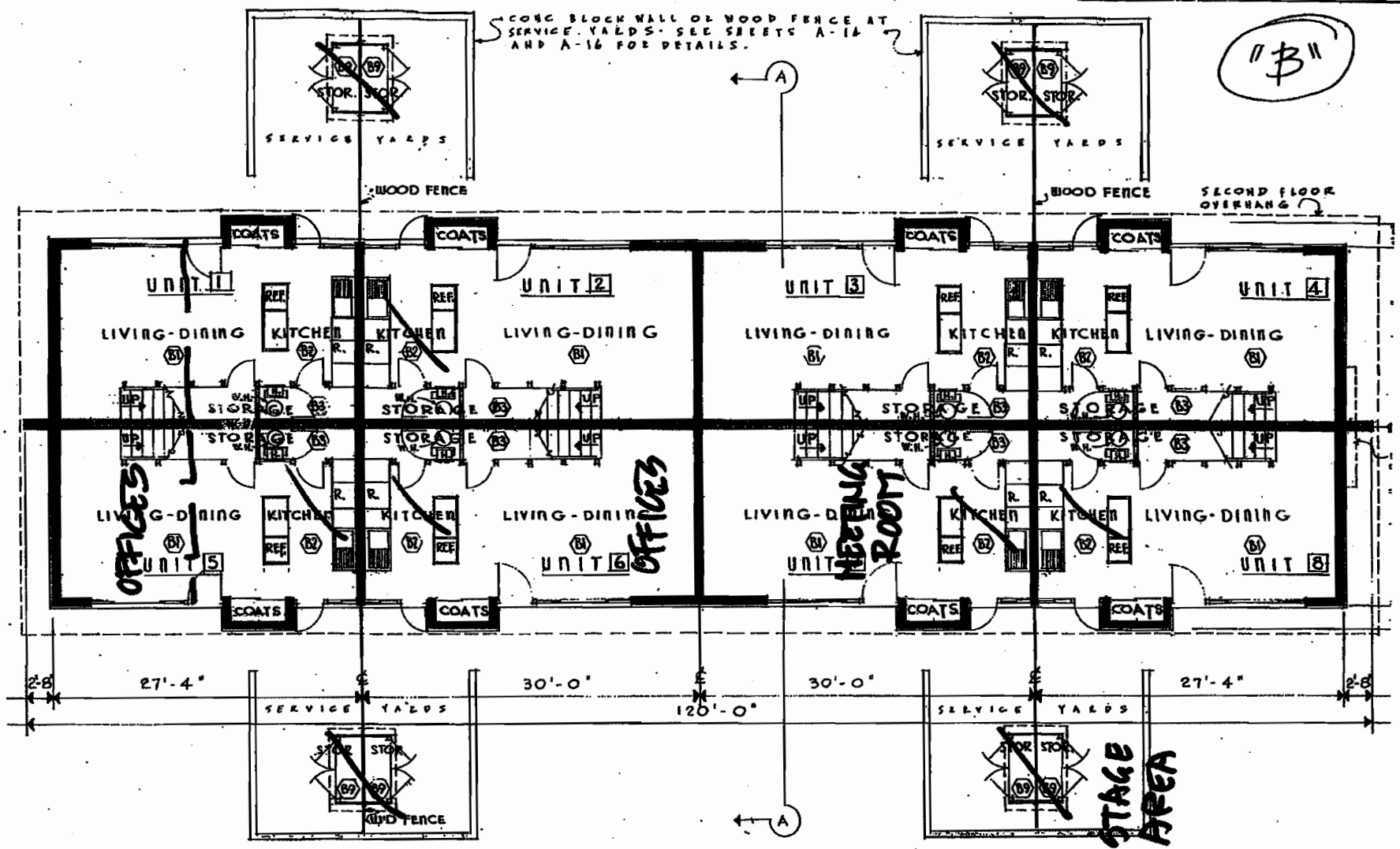
Completed By: _____ Title: _____ Date: _____

RFP/Q Number: _____ Project Name/Title: _____

Instructions:

If completing plan at bid or Notice to Proceed – list all anticipated subcontracts to be awarded in completion of the covered contract. If completing at 50% or contract close – list only current or closed subcontracts. Subcontracts for materials only should not be listed unless installation is included in the contract.

Name of Firm/Vendor	Service Being Provided	Dollar Amount (\$)	Section 3 (Y or N)



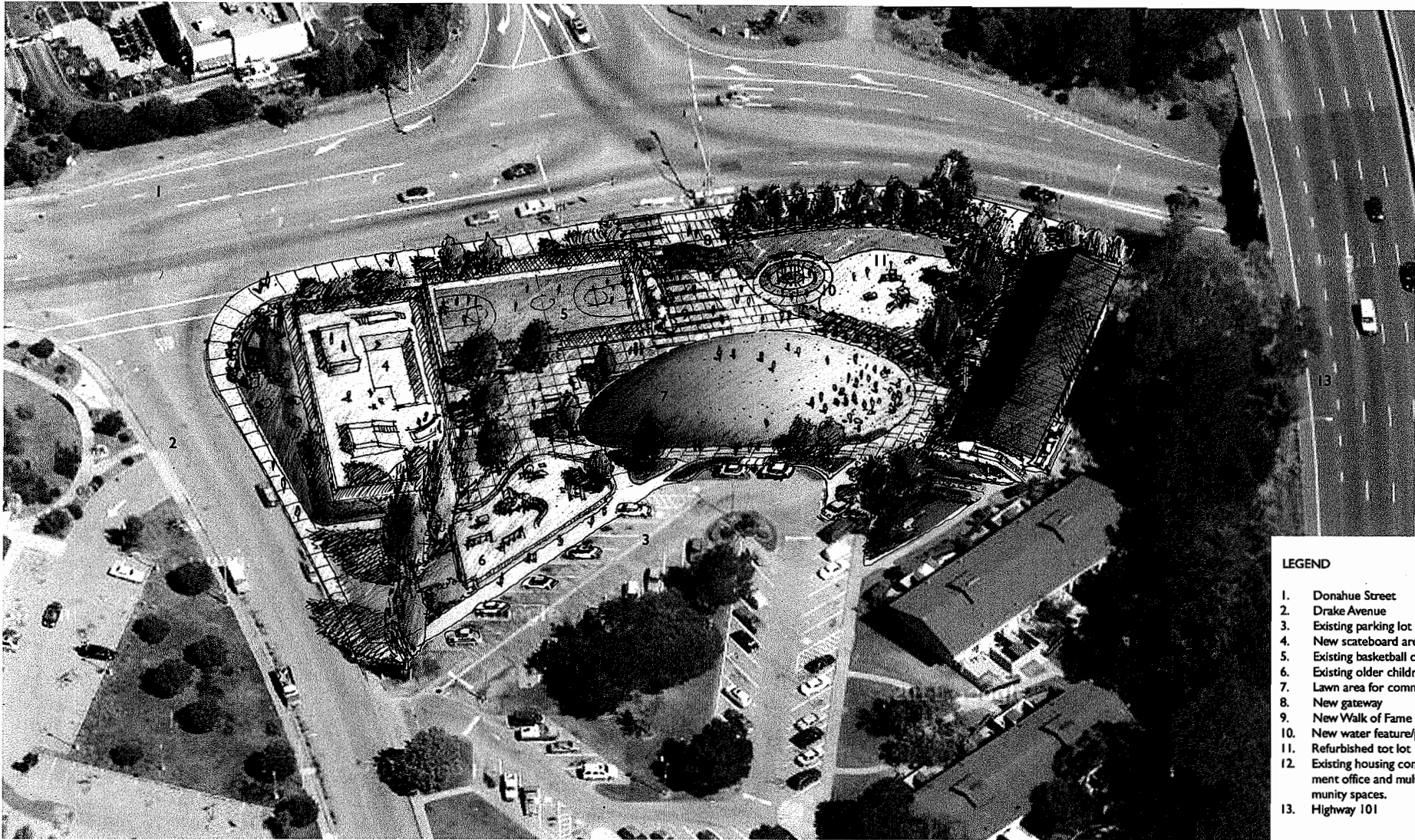
CONC. BLOCK WALL OR WOOD FENCE AT SERVICE YARDS - SEE SHEETS A-14 AND A-16 FOR DETAILS.

"B"

EXISTING FLOOR PLAN
1,200^{sq} - FIRST FLOOR

FIRST FLOOR PLAN 1/8"
 1/4" SCALE UNIT PLAN ON SHEET A-14

METAL RIDGE VENT FOR HEAT & FLUE



LEGEND

- 1. Donahue Street
- 2. Drake Avenue
- 3. Existing parking lot
- 4. New skateboard area
- 5. Existing basketball courts
- 6. Existing older children's playground
- 7. Lawn area for community gatherings
- 8. New gateway
- 9. New Walk of Fame and plaza
- 10. New water feature/play area
- 11. Refurbished tot lot
- 12. Existing housing converted to management office and multipurpose community spaces.
- 13. Highway 101

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