



**REQUEST FOR PROPOSALS (RFP) NO. 2024-003**

**FOR THE**

**DESERT ROSE APTS COMMUNITY CENTER  
DESIGN – BUILD PROJECT**

**LOCATED AT THE DESERT ROSE APARTMENTS  
24501 SCHOOL ROAD, RIPLEY, CA 92225**

**Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504**

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## **INTRODUCTION**

The Housing Authority of the County of Riverside (“HACR”) is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families, within the County of Riverside. HACR is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.) and HACR’s own procurement policy.

HACR is a committed partner in the community’s effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

In keeping with its mandate to provide efficient and effective services, HACR is now soliciting proposals from qualified, licensed, and insured contractors to provide a comprehensive new design of the existing Community Center at the Desert Rose Apartments, consistent with HACR’s requirements and anticipated use of the space. Once the design is approved by HACR, the general contractor will then perform complete construction and renovation services to complete the project. All proposers must indicate the firm, fixed fees for both the design and the construction phases of the project in their proposal.

The work under this RFP shall be performed at the Desert Rose Apartments, located at 24501 School Road, Ripley, which is located within the County of Riverside, State of California and shall include furnishing all labor, material, equipment, tools, supplies, services, and incidentals, and performing all work necessary for the Design-Build Project, in strict conformance with this RFP, the Scope of Work, and all contract documents.

All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in their entirety. This shall include providing a **Bid Bond** for the total cost of the Project as required by California state law and HUD procurement policy.

The successful proposer will be required to provide Payment and Performance Bonds before the Project commences.

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**RFP INFORMATION AT A GLANCE**

HACR CONTACT PERSON:	George Eliseo Email: <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> Phone: (951) 955-6405 Fax: (951) 688-6873
HOW TO OBTAIN THE RFP DOCUMENTS:	Online at: <a href="http://www.harivco.org">www.harivco.org</a> -OR-  via e-mail from the person listed above.
DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS: (RFIs), <u>INCLUDING ANY MODIFICATIONS TO CONTRACT LANGUAGE OR TO THE SCOPE OF SERVICE:</u>	<b>Monday, March 1st, 2024 at 5:00 PM.</b>
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL :	Per instructions within Section 4.0 of this RFP document, submit 3 copies of your tabbed, bound, hard copy proposal to the HACR by the due date.
PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:	<b>Monday, March 18th, 2024 at 5:00 PM.</b> 5555 Arlington Avenue Riverside, CA 92504 (Proposals shall be delivered to the Housing Authority of the County of Riverside, on the 1st Floor of its Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504. Attn: George Eliseo)
<b>NOTE: HACR requires that a BID BOND be submitted with this Proposal per HUD and State of California law.</b>	<b>Form of Bid Bond attached.</b>
<b>HACR reserves the right to deviate from this timeline and/or modify the Scope of Work at any time!</b>	<b>Notices of any such decisions or modifications will be located at: <a href="http://www.harivco.org">www.harivco.org</a></b>

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**1.0 HACR'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive or Terminate the RFP.** HACR 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, in its sole and absolute discretion, if deemed by HACR to be in its best interests.
- 1.2 Right Not to Award.** HACR reserves the right not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** HACR reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** HACR reserves the right to determine the days, hours and locations that the successful proposer shall provide services called for in this RFP.
- 1.5 Right to Determine Financial Responsibility and Viability.** HACR reserves the right to require of proposer, information regarding financial responsibility and viability or such other information as HACR determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6 Right to Retain Written Proposals.** HACR reserves the right to retain all written proposals submitted to HACR by all proposers in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. HACR may permit the withdrawal of proposals if requested in writing by the proposer and such request is approved in writing by the HACR Contracting Officer (CO) in his sole and absolute discretion.
- 1.7 Right to Negotiate Fees.** HACR reserves the right to negotiate the fees proposed by the proposer entity.
- 1.8 Right to Reject Any Proposal.** HACR reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.9 No Obligation to Compensate.** HACR shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.10 Right to Prohibit.** The HACR shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing [www.harivco.org](http://www.harivco.org) and downloading this document, each proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the System, and further agrees that they will inform the CO in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by HACR that they feel needs to be addressed. Failure to abide by this time frame shall relieve HACR, but not the proposer, of any responsibility pertaining to such issue.
- 1.11 Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act.

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**2.0 GENERAL INFORMATION:**

The Housing Authority of the County of Riverside (HACR) is offering the unique opportunity for a qualified team to design and build a renovated Community Center at the Desert Rose Apartments located at 24501 School Road, Ripley, CA 92225. HACR seeks a team under a single, responsible lead entity, which includes design and construction, (the "Design-Build Team") to handle this project from start to completion. HACR intends to issue one contract to the selected Offeror who will be responsible for the entire scope of work.

**2.1 Background:** The renovation of the Desert Rose Apartments Community Center will provide the local community with a multifunction space to conduct community meetings as well as have a dedicated space for childcare.

**2.2 Summary:**

**1) The Project:** This project will consist of the renovation of the Desert Rose Community Center into a multi-use space with dedicate childcare that meets the criteria of the 'Foundational Planning Guide for Incorporating Child Care in Affordable Housing Developments: ECE Center Typologies' attached to this RFP as Attachment XXX.

The community center room is 95 ft. by 79 ft. (7,505 square feet). The total design shall encompass the full square footage. The renovation includes furniture, fixtures, and equipment. Selected Proposer will make all necessary building improvements to renovate the Community Center into a multi-use space and dedicated childcare center. Any improvements for programmatic needs and requirements will be part of the scope of work.

**2) Sustainability:** HACR would like to apply sustainable development concepts in the planning, design, construction, environmental management, operation, maintenance, and waste disposal, consistent with applicable laws and all budget requirements.

**3) Partnering:** HACR desires a cooperative process, with the selected Design-Build Team, that will facilitate close coordination of the work throughout all phases of this project. The Design-Build Team in close coordination with the HACR Team will define roles and responsibilities, establish lines of communication, and confirm program requirements.

**4) Code Requirements:** The Design-Build Team is responsible for compliance with all applicable codes and agency requirements. The project is to conform to code requirements enforced by the State of California and local jurisdictions.

**5) Using HACR Provided Items:** HACR will provide some of their own furnishings. The Design-Build Team shall provide all other items required for a complete facility appropriate for its intended use, including but not limited to furnishings and equipment for common areas.

**6) Design Parameters and Performance Criteria:** Plan reviews and observations will be done by the HACR designee throughout the project for the purpose of ensuring that minimum standards are met. All plan reviews will be conducted in an expeditious manner so as not to delay the Design-Build Team in their project delivery.

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**2.3 Roles and Responsibilities:**

- 1) The Design-Build Team must be composed of experienced and highly regarded professionals who have demonstrated their ability to produce superior facilities in a cost-effective basis.
  - a. The Design-Build Team as submitted must include, at minimum:
    - General Contractor
    - Design Professional Team
    - Furniture Supplier

Other team members may be identified in the submittal or proposed for approval at a later date.
  
- 2) The responsibilities of the Design-Build Team will include:
  - a. Become fully informed about the Project and have the experience and ability necessary to perform the required services.
  - b. Provide the human resources, equipment, and facilities necessary to furnish the required services through all phases of the Project. This will include, but not be limited to:
    - Coordinating and working closely with the HACR Project Manager.
    - Site development planning.
    - Considering HACR staff input on conceptual design.
    - Making presentations to and obtaining feedback from HACR staff.
    - Preparing plans, specifications, and construction documents (all materials used in construction shall meet all applicable code and regulatory requirements).
    - Provide and obtain approval of the Design from the HACR Project Manager at the completion of schematic design, design development phases and construction documents phase.
    - Providing general architectural/engineering supervision and contract administration during construction.
    - Providing on-site observation during construction.
  - c. Analyze alternatives and design the most suitable improvements consistent with economic feasibility, environmental characteristics, expected life of improvement, and energy conservation.
  - d. Perform required services in an expeditious manner to coincide with the Project Schedule.
  - e. Furnish qualified construction personnel who will keep HACR Program Manager advised on A/E matters pertaining to the construction of the Project, and who will work toward the goals of obtaining results prescribed by the plans and specifications. This will require cooperation between the Design Team and the Project Manager with meetings on a weekly basis to facilitate such cooperation.

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f. Possess professional ethics and qualifications and represent HACR in accordance with a high standard of professional conduct.

g. Secure all applicable building permits.

h. Provide all materials, supplies and labor for the renovation of the building(s) and site including required furniture, fixtures, and equipment.

i. Perform installation and construction of the renovation in an efficient and safe manner according to the Design Build Team's design, specifications, schedule.

j. Conduct weekly progress meetings with HACR staff.

**2.4 HACR Responsibility:** HACR shall make all reasonable efforts to cooperate with the successful proposer. HACR will provide the successful proposer access to non-privileged and/or non-confidential data necessary for the successful proposer to carry out their responsibilities under this RFP and the resulting contract. To the extent the Executive Director or designee of HACR determines is necessary, will be responsible for providing or causing to be provided, information and completing or causing to be completed, tasks requested by the successful proposer necessary to complete the Project.

**2.5 Exclusivity:** The HACR will choose one (1) successful proposer to complete the Project.

**2.6 Contract Form:** By responding to this RFP and submitting a proposal, the proposer acknowledges and agrees that HACR will only execute agreements prepared by HACR which are substantially approved as to form and substance by HACR. As provided further within Section 5.0 herein, the HACR **Will Not** execute the successful proposer's contract form; the contract **will** only be executed on the HACR's form only. (a copy of Sample Contract provided upon request) All specifications listed within HACR's contract will generally contain the same specifications listed within this RFP. Any proposer that does not feel that these listed specifications are reasonable or complete shall address such with HACR in writing during the proposal period, prior to the submittal deadline.

**2.7 Bid Bond:** As this Project includes construction/renovation work over \$25,000 the Proposer must include a Bid Bond with their submittal per California state law and HUD policy.

**2.8 Submittal Deadline:** The HACR must receive proposals by **5:00 PM, XXXday, MONTH, 2024**. Proposals may be submitted by mail or hand delivered to: **Housing Authority of the County of Riverside, 5555 Arlington Avenue, Riverside, CA 92504**. HACR will date and time stamp all proposals upon receipt. Proposals submitted after the deadline indicated above will not be accepted. Delays in mail service or other methods of delivery will not excuse a late proposal delivery.

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**3.0 SCOPE OF WORK:**

**Design-Build Overview:** This Design-Build Project will include, but are not limited to, any portion of the following:

- a. Initial planning and site review: Review existing documentation before commencing design, verify existing conditions related to the existing facilities and at the proposed site; verify the accuracy of the record documentation obtained and utilize this information in the preparation of the design documents.
- b. Prepare a detailed work plan indicating required and recommended milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of HACR. Make modifications and updates to the work plans as requested by HACR staff.
- c. Coordinate design and construction activities with HACR Development staff.
- d. The design of the Project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the Division of the State Architect (“DSA”), State Fire Marshall, local Fire Departments, State of California Building Codes, Americans with Disabilities Act (ADA), Title 24, and any other applicable laws.
- e. Provide design and construction phase services potentially including, but not limited to the following: programming, schematic design, design development, construction documents, DSA plan check, local agency plan check, (as required), construction administration and close-out. Documents may require phasing depending on the project need.
- f. Once approved, contractor shall complete the construction/renovation of the Project according to the accepted design/blueprints within the agreed upon timeframe.
- g. Provide construction administration services to include shop drawing submittals, observe construction, attend project meetings, participate in the change order and commissioning process, generate a punch list and follow-up, review and approve close-out with State agencies.
- h. Submit design documents to HACR, Division of the State Architect (DSA) and other agencies and/or utility providers as required for plan checks, approvals, and DSA close-out certification, if needed.

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**4.0 PROPOSAL FORMAT:**

**4.1 Tabbed Proposal Submittal:** HACR intends to evaluate the proposals pursuant to a “Best Value” basis, not a “Low Proposal” basis (“Best Value,” in that HACR will, as detailed within Section 5.0 below, consider factors other than just cost in making the award decision) to select the successful proposer. Therefore, so that HACR can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. Each category must be separated by numbered index dividers or tabs (extending so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference. None of the proposed services may conflict with any requirement HACR has published herein or has issued by addendum.

Each proposal should include sections addressing the following information in the order shown. The Consultant should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Consultant to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the proposer believes would be helpful, should be attached to the end of the proposal under TAB 11. The party submitting the materials should keep in mind the limitations on confidential information described in Section 1.11.

**TAB 1 - Proposal Submittal Checklist:**

This form is attached hereto as Attachment A to this RFP document and incorporated herein by this reference. This one-page form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**TAB 2 - Form of Proposal:**

This form is attached hereto as Attachment B to this RFP document and incorporated herein by this reference. This 1-page form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

**TAB 3 - Cover Letter and Profile of Proposer’s Firm:**

Provide a one-page cover letter on your letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. Complete the Profile of Proposer Firm form attached to this RFP as Attachment C. This 3-page form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.

**TAB 4 - Bid Bond:**

Provide a Bid Bond for the total cost of the Project. Do not provide any other bonds at this time.

**TAB 5 - Qualifications and Experience:**

1. Provide a statement of qualifications for your organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

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2. If applicable, list the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including date and educational institutions of any applicable degrees, additional applicable training, and any professional certifications and/or licensing. In lieu of listing this information, you may also submit a resume or curriculum vitae (CV) for each such individual if the resume/CV includes all the requested information.

**TAB 6 - Proposed Approach:**

This section describes your proposed approach for meeting the scope of services required, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

**TAB 7 - Customer Service:**

1. In the event of a problem, who is to be contacted within your organization?
2. In the event of the identification of a problem by HACR, their clients, and/or other applicable constituents, describe how you will address such problems and the timeframe for addressing them.

**TAB 8 - Cost Analysis for Primary Services:**

1. Provide a detailed explanation for all costs associated with your firm providing the requested services.

**TAB 9 - References:**

1. List at least three business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**TAB 10 - Equal Employment Opportunity:** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.

**TAB 11 – Section 3 (optional):** For any respondent claiming a Section 3 Business Preference, place under this tab the fully completed and executed Section 3 Business Preference Certification Form.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

Unless the proposer is an individual, all proposals must be signed with a firm or entity's name and by a responsible officer or employee indicating that officer or employee's authorization to commit the proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

- 4.2 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HACR can, if needed, remove the



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binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

- 4.3 Proposal Submission:** All proposals must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and three (3) exact copies (each of the 3 proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Housing Authority of the County of Riverside  
Attention: George Eliseo, Contracting Officer  
5555 Arlington Avenue, Riverside, CA 92504**

The package exterior must clearly denote the following: "**RFP No. 2024-003**" and "**Sealed Proposal**" and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

- 4.4 Submission Conditions:** ***DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED.*** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACR by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the HACR decides that any such entry has not changed the intent of the proposal that the HACR intended to receive, the HACR may accept the proposal and the proposal shall be considered by the HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the HACR delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 4.5 Submission Responsibilities:** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HACR, including but not limited to this RFP document, the documents listed within the following sections, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents.
- 4.6 Proprietary Information:** To the extent not prohibited by applicable law, if a proposer does not desire certain proprietary information in their proposal disclosed, the proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the proposer fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Any proposals received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)



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- 4.7 Proposer's Responsibilities--Contact with the HACR:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only! Proposers must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the HACR to not consider a proposal submittal received from any proposer who may has not abided by this directive!
- 4.8 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFP are made—between the HACR and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.
- 4.9 Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby incorporated herein by this reference:

<b>Attachment</b>	<b>Attachment Description</b>
<b>A</b>	Proposal Submittal Checklist
<b>B</b>	Form of Proposal
<b>C</b>	Profile of Proposer's Firm
<b>D</b>	Form of Bid Bond
<b>E</b>	Foundational Planning Guide & Rough Floor Plan
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**5.0 PROPOSAL EVALUATION:**

**5.1 Evaluation Factors:** The following factors will be utilized by the HACR to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

**A. Qualifications and Experience:**

Maximum Points: 20

As indicated under Tab 5, the proposer's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

**B. Proposed Approach:**

Maximum Points: 25

As indicated under Tab 6, the proposer's proposed approach to conducting the AI, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

**C. Customer Service:**

Maximum Points: 10

As indicated under Tab 7, the proposer's approach to customer service and coordination with the HACR.

**D. Cost Analysis for Primary Services:**

Maximum Points: 15

As indicated under Tab 8, the proposer's itemized budget and a detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs including the community participation processes.

**E. References:**

Maximum Points: 10

As indicated under Tab 9, a comprehensive list of the proposer's references for other public and private entities that it has provided these same or similar services.

**F. Lowest Overall Cost:**

Maximum Points: 20

The proposer with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest proposers will each receive a percentage thereafter.

**5.2 Evaluation Methods and Process:**

**A. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published

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requirements). HACR reserves the right to reject any proposals deemed by the HACR not minimally responsive (HACR will notify such firms in writing of any such rejection).

- B. Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each proposer and a copy of all pertinent RFP documents.
- C. Evaluation Committee:** HACR anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within Section 3.6 of this document, the designated CO is the only person at the HACR that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- D. Evaluation:** The CO will evaluate and award points pertaining to the lowest overall price. The appointed evaluation committee, independent of the CO or any other person at the HACR, shall evaluate the responsive proposals submitted and award points pertaining to the listed Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- E. Potential “Competitive Range” or “Best and Finals” Negotiations:** HACR reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACR in a timely manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- F. Determination of Top-ranked Proposer:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is customarily forwarded by the CO to the Executive Director (ED) or designee for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval, in the BOC’s sole and absolute discretion, if necessary. Contract negotiations may, at the HACR’s option, be conducted prior to or after the BOC approval.
- G. Minimum Evaluation Results:** To be considered to receive an award a proposer must receive a calculated average of at least 70% of the Subjective Total Score.

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- H. Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- I. Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of the following: (1) Which proposer received the award, (2) Where each proposer placed in the process as a result of the evaluation of the proposals received, (3) The cost or financial offers received from each proposer, (4) Each proposer’s right to a debriefing and to protest.
- J. Proposal Protest:** Any prospective or actual proposer, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the HACR pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposed buyer (i.e. registered, downloaded and received the RFP documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HACR or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the proposer receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF RFP NO. 2024-003  
Housing Authority of the County of Riverside  
Attn: George Eliseo, Contracting Officer  
5555 Arlington Avenue Riverside, CA 92504**

- K. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the HACR evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the HACR evaluation committee.

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**6.0 CONTRACT AWARD:**

- 6.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing, and submitting the Form of Proposal, (Attachment B), the proposer is thereby agreeing to “abide by all terms and conditions pertaining to this RFP as issued by the HACR, in hard copy, including an agreement to execute the HACR Contract, (Sample contract available upon request).

Depending on the amount of the award, HACR will forward the Contract to their Board of Commissioners (BOC) for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

- 6.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACR pursuant to this RFP:

- 6.3 Contract Form:** HACR will not execute a contract on the successful proposer's form-- contracts will only be executed using HACR's contract, and by submitting a proposal the successful proposer agrees to do so (please note that HACR reserves the right to amend the contract form as HACR deems necessary). Please note that HACR has no legal right or ability to (and will not) negotiate any clauses contained within any of the HUD forms included as a part of this RFP.

- 6.4 Assignment of Personnel:** HACR shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if HACR believes that such change is in the best interest of the HACR and the completion of the contracted work.

- 6.5 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with HACR, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; as determined by the CO in his/her sole and absolute discretion.

- 6.6 Contract Period:** HACR anticipates that it will initially award a contract for the period of completion within ninety days once designs have been completed and in any event shall not exceed one (1) year.

- 6.7 Licensing and Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the *successful proposer* will be required to provide the following during the term of the contract:

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- 6.8 Insurance:** Without limiting or diminishing the Proposer's obligation to indemnify or hold the HACR harmless, Proposer shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the Contract. As respects to the insurance section only, the HACR herein refers to the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 6.9 Workers' Compensation:** If the Proposer has employees as defined by the State of California, the Proposer shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the HACR.
- 6.10 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Proposer's performance of its obligations hereunder. Policy shall name the HACR, its Agencies, Districts, Special Districts, Consultants, and Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit.
- 6.11 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under the Contract, then Proposer shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 6.12 Professional Liability:** The Successful Proposer shall maintain Professional Liability Insurance providing coverage for the successful Proposer's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Proposer's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and Proposer shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of the Contract; or 3) demonstrate through Certificates of Insurance that Proposer's has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.



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**6.13 General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The successful proposer must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the Contract. Upon notification of self-insured retention unacceptable to the HACR, and at the election of the County's Risk Manager, Proposer's carriers shall either; 1) reduce or eliminate such self-insured retention as respects the Contract with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. The successful proposer shall cause proposer's insurance carrier(s) to furnish the HACR with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the HACR receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Proposer shall not commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
- d. It is understood and agreed to by the parties hereto that the proposer's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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- e. If, during the term of the Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of the Contract, including any extensions thereof, exceeds five (5) years; the HACR reserves the right to adjust the types of insurance and the monetary limits of liability required under the Contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Proposer has become inadequate.
- f. Proposer shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the Contract.
- g. The insurance requirements contained in the Contract may be met with a program(s) of self-insurance acceptable to the HACR.
- h. Proposer agrees to notify HACR of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Contract.

**6.14 State Business License.** A copy of the proposer's license issued by the State of California licensing authority allowing the proposer to provide the services detailed herein, if such a license is required.

**6.15 Registration as a California Business Entity.** Registration with the California Secretary of State as a California Business Entity is mandatory to do business with the HACR. Proposers outside of California should visit the California Secretary of State website at <http://www.sos.ca.gov/> for additional registration information.

**6.16 Right to Negotiate Final Fees:** The HACR shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the HACR's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the HACR has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HACR shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The HACR shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

**6.17 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws and regulations.

**6.18 Attachments:** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.



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**ATTACHMENT A**

**“Proposal Submittal Checklist”**

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(3 copies of each proposal. 1 w/original signatures)</i>
_____	Tab 1 Proposal Submittal Checklist (Attachment A)
_____	Tab 2 Proposed Fees (Attachment B)
_____	Tab 3 Profile of Proposer’s Firm (Attachment C)
_____	Tab 4 Bid Bond (Attachment D)
_____	Tab 5 Qualifications and Experience
_____	Tab 6 Proposed Approach
_____	Tab 7 Customer Service
_____	Tab 8 Cost Analysis for the Design-Build Project
_____	Tab 9 References
_____	Tab 10 EEO Cert - HUD 92010 (Attachment F)
_____	Tab 11 Section 3 (Attachment G - Optional)

**PROPOSER’S STATEMENT**

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 the HACR discovers that any information entered herein to be false, such shall entitle the HACR to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal submittal, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACR, including an agreement to execute the HACR Sample Contract, attached to this RFP as Attachment E.

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 the HACR with the services described herein for the fee(s) entered herein.

\_\_\_\_\_  
Signature    Date    Printed Name    Company

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**ATTACHMENT B**

**PROPOSED FEES**

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed proposal submittal.)

- A. Form:** Each proposer shall submit their proposed fees on this form only, which shall be completed, signed, and returned to HACR with the completed Proposal.
- B. Entry of Proposed Fees:** Each proposer must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for all Pricing Items, although a "No Charge" is allowed.

**C. Pricing Items:**

**Design Fee:** \_\_\_\_\_

**Construction Quote:** \_\_\_\_\_

**Administration/Travel Fee (if any):** \_\_\_\_\_

**TOTAL OF ALL FEES:** \_\_\_\_\_

- D. Quantities:** All quantities entered by HACR herein and within the corresponding Pricing Items are for calculating purposes only. As may be further detailed herein, HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that HACR shall retain one proposer only and shall retain the right to order from that proposer (successful proposer), any amount of services HACR requires.

**Date:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

\_\_\_\_\_  
**Office Phone**                      **Mobile Phone**                      **Email Address**

**Business Address:** \_\_\_\_\_

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**ATTACHMENT C**

**“PROFILE OF PROPOSER’S FIRM”**

(This Form must be fully completed and placed under Tab No.3 of the “hard copy” tabbed proposal submittal.)

(1) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

(2) Street Address, City, State, Zip: \_\_\_\_\_

(3) **Please attach a brief biography/resume of the company**, including the following information:  
(a) Year Firm Established; (b) Former Name and Year Established (if applicable); (c) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(6) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by: (Agency): \_\_\_\_\_  
(Note: a certification/number not required to propose – enter if available)

\_\_\_\_\_  
**Signature    Date    Printed Name    Company**

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(7) Federal Tax ID No.: \_\_\_\_\_

(8) County of Riverside Business License No.: \_\_\_\_\_

(9) State of California Business Entity Number (Secretary of State): \_\_\_\_\_

(10) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(11) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Has your firm or any member of your firm been a part to litigation with a public entity?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(16) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(17) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or County of Riverside or other fees?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(20) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Proposer?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(22) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?  
Yes  No  Initials \_\_\_\_\_  
If yes, when and state the circumstances and any resolution of the lawsuit.

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(23) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? Yes  No  Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the matter.

(24) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a developer of any government sponsored or publicly assisted project?

Yes  No  Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR? Yes  No

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(26) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Initials \_\_\_\_\_

(27) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HACR discovers that any information entered herein is false, that shall entitle the HACR to not consider nor make award or to cancel any award with the undersigned party.

Initials \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

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**ATTACHMENT D**

**“Form of Bid Bond”**

(This Form must be fully completed and placed under Tab No. 4 of the “hard copy” tabbed proposal submittal)

**(behind this page)**

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

\_\_\_\_\_, as PRINCIPAL,

AND \_\_\_\_\_, as SURETY,

are held and firmly bound unto the Housing Authority of the County of Riverside, hereinafter called the "Authority", in the penal sum of \_\_\_\_\_ Dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore enter into a written contract with the Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_ (seal)  
(Individual Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ (seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

ATTEST:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

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

ATTEST:

\_\_\_\_\_  
(Corporate-Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Print or type the names underneath all signatures.)

Power -of-attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_  
who signed the said on behalf of the Principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond  
was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing  
body.

\_\_\_\_\_  
(Corporate Seal)

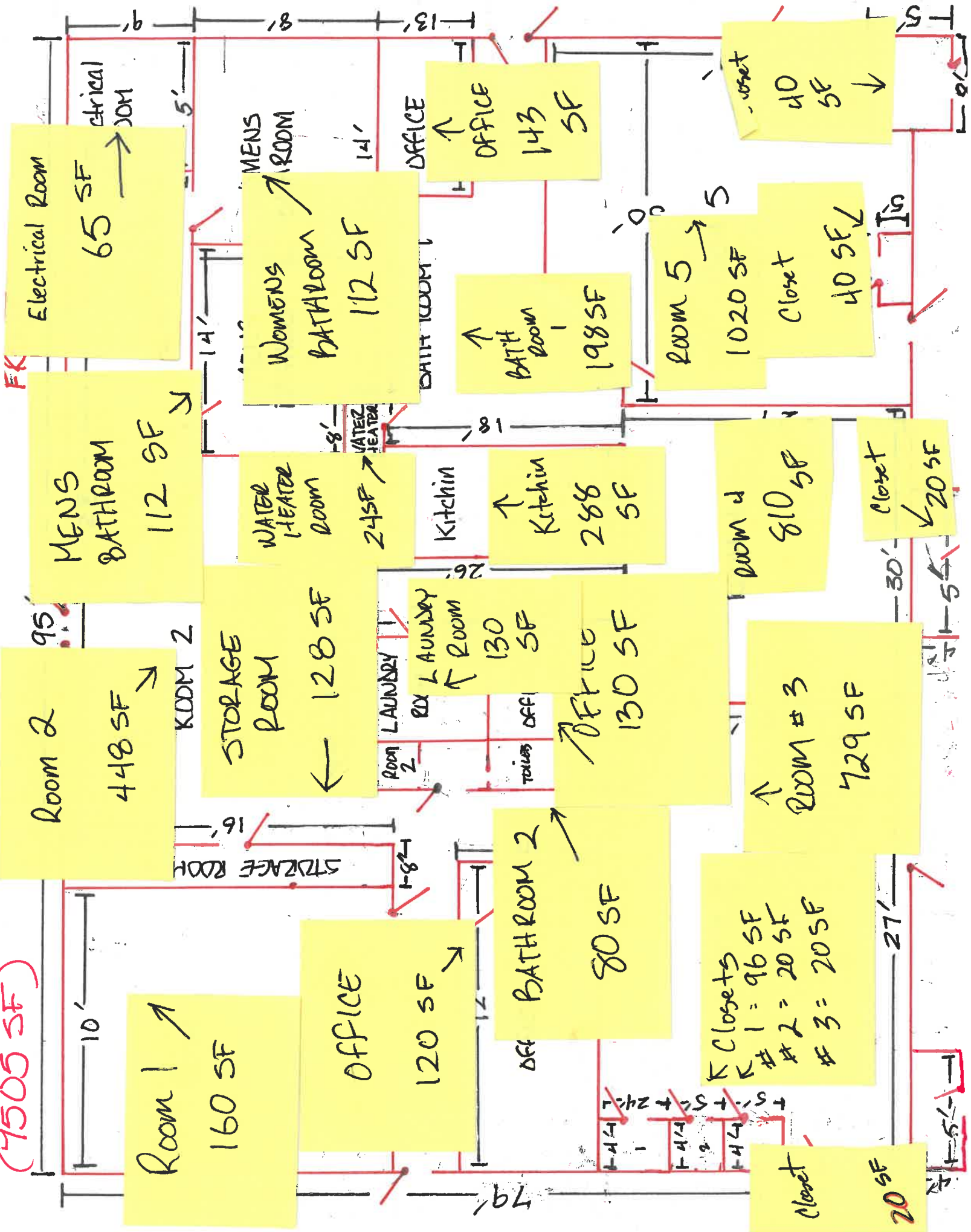


**ATTACHMENT E**

**“Foundational Planning Guide & Rough Floor Plan – (Not to Scale)”**

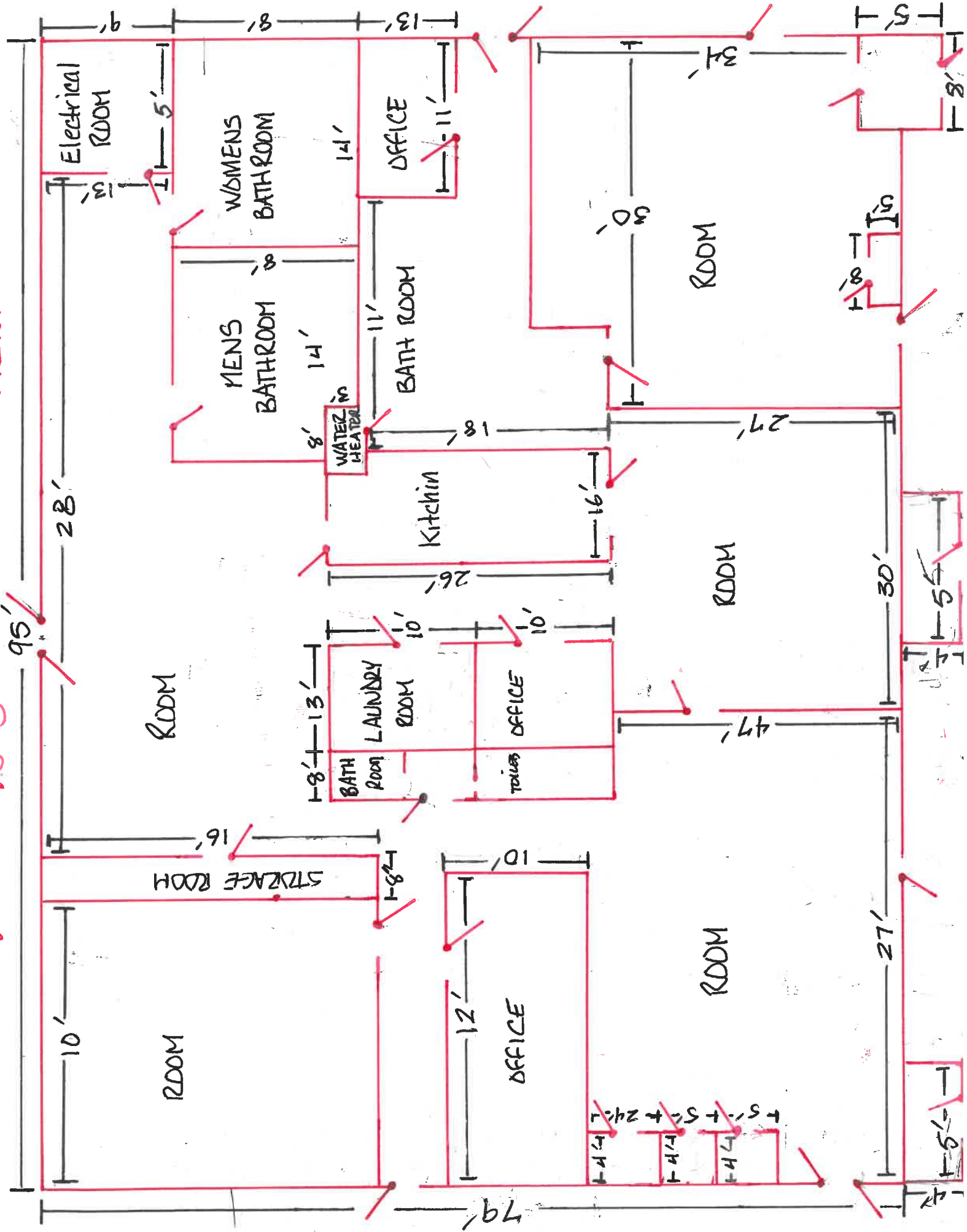
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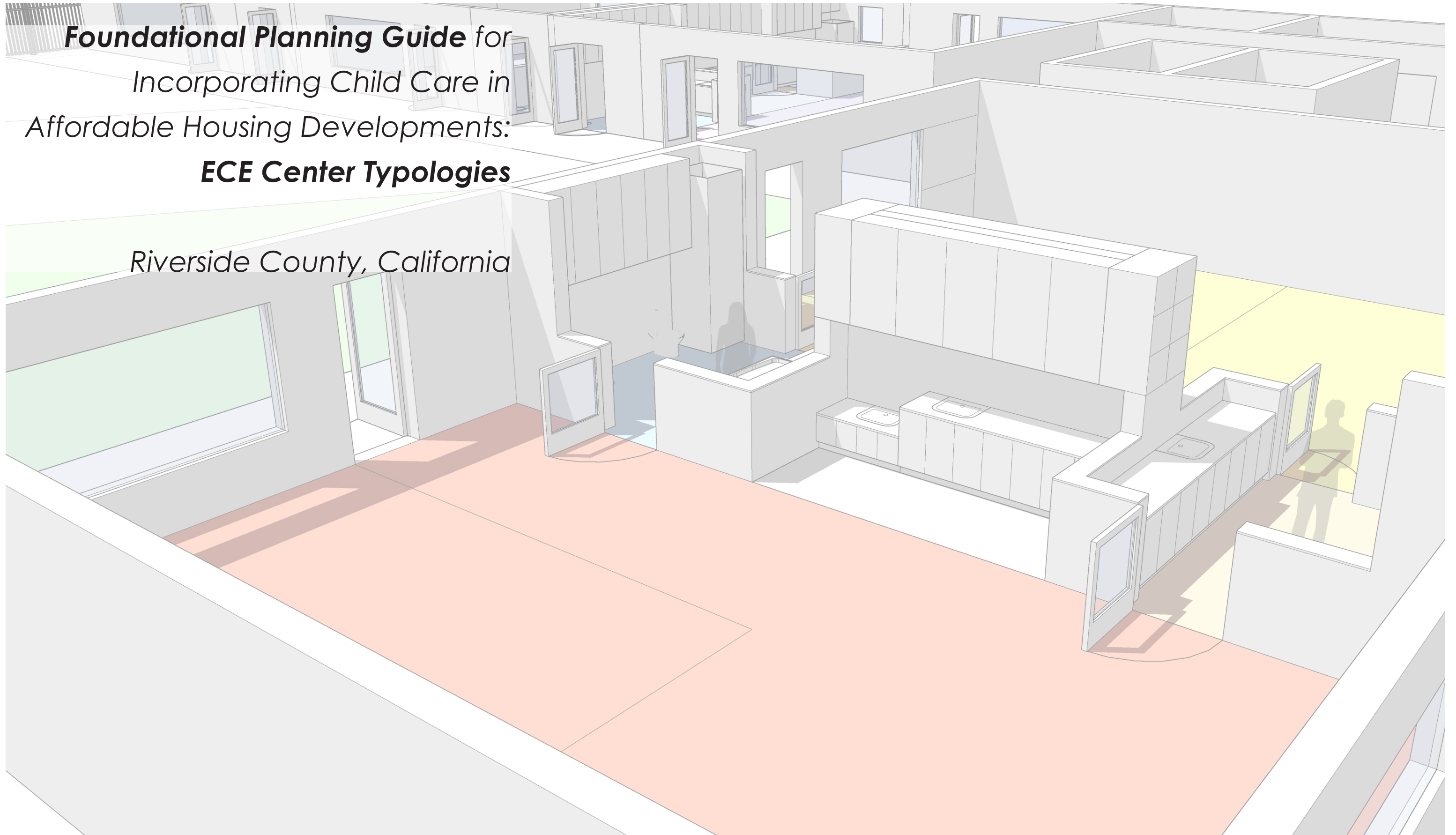
FRONT

95x79' = Total Square Feet = 7,505



**Foundational Planning Guide** for  
Incorporating Child Care in  
Affordable Housing Developments:  
**ECE Center Typologies**

Riverside County, California



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June, 2023



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# FOREWORD

According to the Bipartisan Policy Center’s Child Care Gap report, Riverside County experiences an annual negative economic impact of \$2 billion in lost revenue for families, businesses, and government due to a limited supply of licensed early care and education (ECE). As of 2021, the County had more than 61,000 low- and moderate-income young children who qualified for subsidized child care but were unserved because of limited options for parents. A corresponding study by the Low Income Investment Fund (LIIF) estimated that responding to this level of unmet need would cost at least \$3.1 billion in constructing, expanding, and modernizing more than 2,200 child care facilities.

Build Up Riverside County is a partnership between First 5 Riverside County, Lift to Rise, and the Low Income Investment Fund that seeks to respond to these challenges by readying ECE operators to complete infrastructure projects, leveraging expertise from community development partners, and building capacity in local government to streamline funding and policies supportive of ECE facilities. A core component of Build Up Riverside County’s strategy to create high-quality spaces for child care programs is co-locating with planned developments of affordable housing.

Co-located development is rooted in evidence of what young children and their families need to thrive, but it has broad benefits beyond individual households. In addition to the well-established ways access to stable, reliable child care and housing supports child development and family economic stability, infusing housing and community development resources into the child care sector also opens up new opportunities for the predominantly women and minority-owned small businesses that provide most child care across Riverside County. By stretching existing resources further to help with the build out of spaces for child care, individual programs that operate on thin margins can better plan for the future and appropriately compensate their staff. Locating child care facilities closer to residential developments is also a climate intervention, reducing long commutes and increasing abilities of residents to walk, bike, or take public transit to bring their children to care.

Release of this report represents a critical step in supporting housing developers and ECE operators in efforts to co-locate. Sample program designs and best practices cited throughout are meant to help demystify the child care sector for developers and make easier the important planning that must happen long before units are leased or children occupy classrooms.

With the right supports, focus, and partnerships, Riverside County can create the building blocks needed to ensure young children and families thrive.

Citation for this document:

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# PROJECT TEAM

## FIRST 5 RIVERSIDE COUNTY:

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## LOW INCOME INVESTMENT FUND (LIIF):

Andrea Del Valle, Program Officer

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Shelly Masur, Director of Partnerships, Advisory, and Policy

Angie Gargling, Vice President of Early Care and Education

## CONSULTANTS:

Kathy Tama, MBA, Early Learning Facilities Design Consultant

Eileen Monahan, Early Learning Consultant

Gio Aliano, AIA, Senior Vice President, Principal Architect, Abode Communities

Noel Toro, AIA, Associate, Senior Designer, Abode Communities

# PROJECT SUMMARY

As the population of Riverside County increases, so does the need for Early Care & Education (ECE) Centers. One key component in addressing the disparity between affordability and accessible child care options is to co-locate affordable multifamily residential communities with vibrant, well-planned child care centers that contribute to the fabric of the community at large.

The guide was developed with Low Income Investment Fund (LIIF), First 5 Riverside County, Kathy Tama, Eileen Monahan, and consulting design architect Abode Communities. It intends to provide valuable and essential information to developers when incorporating child care in Riverside County's affordable housing. The guide's easy-to-use content, templates, and typologies offer insights into design metrics, spatial relationships, building arrangements, building codes, and state licensing and quality requirements.

We hope developers and their architects use this guide for ECE center foundational planning. Please note that the developer's architect is required to generate site-specific designs and will serve as both the architect and architect-of-record on any project.

## Approach

The ECE center typologies were developed thanks to a highly collaborative effort considering the County of Riverside's building code and regulations, spatial and security-based relationships required for child care centers, and contemporary classroom plans that meet the state's licensing and ECE quality rating requirements.

We have created four age-appropriate classroom templates that form the foundation of 10 ECE center typologies. The size and module of a single-loaded or double-loaded corridor multi-story building govern each ECE center's square footage. The typologies are readily adaptable to building types commonly used in Riverside County. The templates include options for both freestanding buildings and ground-floor ECE centers.

Urban and suburban conditions in Riverside County were studied, resulting in several building configurations offering various siting options that developers can use interchangeably depending on site conditions. Given the size and scale of typical multifamily housing sites in Riverside County, the proposed typologies contemplate options for garden-style residential development teamed with open space, on-grade parking, courtyards, and outdoor play yards.

## About the ECE Facility Consultant

Kathy Tama has dedicated her career to making a difference for children. She is passionate about developing ECE programs and facilities from the perspectives of the child, families, and teachers, resulting in centers that work for everyone. For over 30 years, she has collaborated with public and private sector ECE providers, housing developers, architects, and other stakeholders to create wonderful environments for children.

On this exciting project, Kathy provided her ECE program and facility expertise, working closely with Abode Communities to develop this guide and realize a career goal, creating children's center prototypes for affordable housing. For more information, please get in touch with [kathryn.tama@gmail.com](mailto:kathryn.tama@gmail.com)

## About The Architect

For 55 years, Abode Communities Architecture Studio has been working to advance community-based design that responds to the needs of our time, inspires, provides comfort, and contributes to the betterment of the human condition.

The typologies provided herein represent the culmination of decades-long experience designing ECE Centers specifically co-located within mixed-use affordable housing developments and design experience in collaboration with several cities in Riverside County. For more information, please visit [abodecommunitiesarc.org](http://abodecommunitiesarc.org).



# DEVELOPER CONSIDERATIONS

## PENDING CHANGES IN THE CALIFORNIA ECE LANDSCAPE

Two major trends that affect ECE programs throughout California are the high demand for infant and toddler care and the movement of preschoolers into school district ECE programs.

- A 2021 needs assessment conducted by Riverside County's Local Child Care Planning Council suggests that nearly 36,000 infants and toddlers eligible for subsidized child care lack access to a licensed program. Other California counties' need assessments also report an overwhelming demand for infant and toddler care.
- In 2023, the State of California started requiring school districts to provide ECE programs to 4 to 5 year olds in Transitional Kindergarten programs. Over time, this movement of preschoolers into the school districts could decrease the demand for private ECE programs.
- With the high demand for infant and toddler care and as more preschoolers are in school district-based programs, the design of new ECE centers will prioritize infant and toddler programs and classroom flexibility.

## ECE CENTER TYPOLOGIES BACKGROUND

Typologies in this guide reflect the above trends by focusing on ECE centers serving younger children and having classrooms designed for greater flexibility. This focus means designs and plans presented have more infant and toddler classrooms, less total child capacity, and additional design criteria for older classrooms.

- The ECE center typologies were created to serve the following age groups:

Infants	birth - 18 months
Toddlers	18 months - 24 months
Twos	2 - 3 years old
Preschoolers	3 - 4 years old

- State-required teacher-child ratios and group sizes reduce the total capacity of the ECE center with more infant and toddler classrooms. In California, one adult must be present for every four infants, compared to 1 adult for every 12 preschoolers. In addition, the maximum group size for infants and toddlers is 9, compared to 24 for preschoolers.
- The ECE center typologies have a more significant percentage of infant and toddler classrooms (50%) than the typical ECE center (33%). This results in fewer children served with a similar total square footage. Both small and large capacity centers are represented in the typologies. Programmatic & financially viable centers require a specific combination of certain age classrooms.
  - The small centers have 4 to 5 classrooms with capacities of 54 and 66 children respectively.
  - The large center has 8 classrooms with a capacity of 108 children.
- A flexible classroom can serve children of all ages. The templates include a diapering sink and space for a changing table in each preschool classroom. These additional design criteria allow preschool classrooms to serve the youngest children with minor changes, lowering children's sinks to age-appropriate heights.

# DEVELOPER CONSIDERATIONS

## Incorporating ECE Centers Into Affordable Housing Design

### SQUARE FOOTAGE ECE CENTER TYPOLOGIES

The ECE center typologies were developed to be easily replicated and maximize the ground floor of single and double-loaded corridor multi-story and freestanding buildings.

The square footage required for each typology is based on the shape and size of the building's module and the number of specific types of classrooms needed to age the children through the center. Therefore, it is not based on a square foot per child metric.

- Single-Loaded Corridor Typologies 11,150 – 19,400 sq ft
- Double-Loaded Corridor Typologies 11,760 – 18,850 sq ft
- Freestanding 11,670 – 12,600 sq ft
- Center Outdoor Yards 5,400 – 10,800 sq ft

### 35 SQ FT/CHILD FALLACY EXPLAINED

The thirty-five square feet per child licensing requirement is often misunderstood and incorrectly used. People frequently use it to determine the total square footage required for an ECE center. However, 35 sq ft /child refers to “activity space” in a classroom. Using this metric will result in insufficient space for the center.

The California Department of Social Services (CDSS) requires 35 sq ft of classroom “activity space” for every child.

Additional square footage is required for the center’s secondary & tertiary spaces, such as offices, adult restrooms, entrance, meal prep, staff lounge, janitorial closet, storage, meeting space, corridors, etc.

Licensing also requires a minimum of 75 sq ft/ child for age-appropriate outdoor yards.

### PROJECT COSTS

Due to all the plumbing fixtures in an ECE center, the total project costs typically fall within the local midrange residential cost per square foot.

Exterior ECE center outdoor yards pricing is based on estimated California Spring 2023 construction costs.

- Riverside County: \$125/sq ft
- State-wide: \$100 - 150/sq ft

### OPPORTUNITY COSTS

- For the ECE centers designed for the ground level of a residential building, the opportunity cost will include the value of the displaced ground floor units.
- The opportunity costs for the freestanding ECE center will be the value of the land use potential the center occupies.

### ECE CENTER TYPOLOGIES METRICS

Each age group has a specific classroom, size, and required child-to-adult ratios. Therefore, the ECE center composition and child and staff capacity depend on the center combinations and the number of classrooms serving each age group.

The staffing numbers presented are estimates to assist in determining parking requirements.

PROGRAM	AGES	SMALL CENTER		LARGE CENTER	
		CHILDREN	STAFF	CHILDREN	STAFF
Infants	Birth - 18 months	9	3	18	6
Toddlers	18 - 24 months	9	3	18	6
Twos	2 - 3 years old	12	2	24	4
Preschool	3 - 4 years old	24	2	48	4
Admin			2		2
Additional			2		4
<b>Totals</b>		<b>54</b>	<b>14</b>	<b>108</b>	<b>26</b>

# DEVELOPER CONSIDERATIONS

## LOCAL RESOURCES

- Valuable local resources are available to assist developers in all aspects of incorporating an ECE center into affordable housing developments. It is recommended to engage an ECE expert in the beginning of the project to ensure a successful outcome.
- To identify ECE experienced program operators, facility design consultants, architects and potential funding options contact Andrea Del Valle with Build Up Riverside County at [adelvalle@liifund.org](mailto:adelvalle@liifund.org)
- The following agencies can access the local need for new programs and identify county partners: First 5 Riverside County, the Consortium for Early Learning Services, the Riverside County Office of Education, Lift to Rise, and Build Up Riverside County.

## FOUNDATIONAL PLANNING GUIDE - ECE CENTER TYPOLOGIES

Use this guide as a resource for foundational planning of an ECE center within your development. It contains:

- Examples of ECE center typologies.
- Possible scenarios of ECE center locations within affordable housing developments.
- Classroom and center's programming criteria, design elements, and outline specifications.

## PLANNING DEPARTMENT INFORMATION

Check with planning regarding:

- Zoning: Determine whether the development site is zoned for child care. Many jurisdictions throughout Riverside County are actively reviewing land use policies and regulations to support the development of child care.
- Incentives: Identify whether there are child care incentives available for inclusion into the housing development.
  - For example, publicly owned land available for affordable housing development is increasingly being made available through RFPs that prioritize applicants seeking to add space for child care.
- Building Code: Check for code updates with local Authorities Having Jurisdiction, (AHJ), including Planning.
- All ADA requirements apply.
- Occupancy: E for 2 year olds & older.  
I4 for children under 2 years old who cannot respond to emergencies without assistance.
- Parking spaces for staff and parent drop-off and pick-up will be required. The number of parking spaces required is determined by local planning ordinances, and calculated based on parking ratios per number of employees.

## ECE CENTER OPERATORS

ECE center operators bring knowledge of ECE center operations and programming, the local child care demand and supply, and the local community needs. They typically have ongoing relationships and an in-depth understanding of local ECE entities such as licensing, child care planning council, and other helpful resources. Center operators can contribute information from their experience throughout the entire project. Therefore, selecting an operator before the design document phase starts is recommended. Choose a partner that has a history of operating ECE centers for a minimum of 5 years, has experience in serving low-to-moderate income families, and is financially sound.

## ECE FACILITY CONSULTANTS

Hiring an ECE facility consultant to collaborate with the developer and the architects to develop the design documents, select materials and finishes, review construction documents, participate in value engineering, and provide technical assistance through occupancy is highly recommended. Their knowledge is extensive and will assist in creating a cost-effective ECE center that meets both the developer's and the operator's requirements.

ECE facility consultants understand the complicated interrelationships among the ECE program and fiscal operations, state subsidy regulations, licensing, code requirements, quality rating improvements, and accreditation standards. They can translate the above into architectural criteria and specifications. The consultants can assist the developer in the Request for Proposal (RFP) process to identify and select an ECE center operator.

# DEVELOPER CONSIDERATIONS

## BUILDING SITING

- Locate at ground level, and at grade.
- Do not locate near air and noise pollution, soil contamination sources, or other hazards that may be disruptive or harmful to young children.
- Avoid locating the center close to a major traffic corridor.
- Orientate the center to maximize daylighting classrooms and the best weather for children in the outdoor yards.
- Ensure substantial availability of outdoor space for the ECE center's outdoor yards.
- Each age group requires a specific outdoor yard. The ECE center will require three outdoor yards, one for the Infants and Toddlers, one for the Twos, and one for the young Preschoolers.
- Locate outdoor space adjacent to the building and the classrooms providing direct access to the yards.

## WITHIN DEVELOPMENT SITING

- Locate the outdoor yards on the perimeter of the development to provide privacy from the larger residential development.
- Locate the ECE center for safe and easy access for families that take public transportation, walk, or bike.
- When needed for security issues, consider designing the ECE Center's exterior entrance so it is not easily recognizable to the general public.

## PARKING

- Locate the parking for parent drop-off and pick-up near the center entrance.
- Parking for visitors and staff will be required.
- Separate the parking from the ECE outdoor yards as much as possible to avoid emissions from combustion engine automobiles.

## OUTDOOR YARDS

The outdoor yard space shown in the prototypes is based on the building's shape and location within the development and is adjacent to the classrooms.

California's ECE programs are converting outdoor yards into "outdoor classrooms" to expand outdoor learning. The outdoor classroom isn't only for physical activities; just about every type of developmental learning can occur through an outdoor experience.

Outdoor yards are carefully planned to contain many learning elements, including open-ended materials (sand, dirt, and water) and nature elements trees, bushes, plantings, garden boxes, wood stumps, and boulders). The yard's design also provides specific areas such as table-top, housekeeping, art activities, individual and small group play, varying surfaces and elevations, and elements and equipment for physical development.

Contracting with an ECE facility or outdoor consultant is recommended to work with the landscape architect to incorporate ECE criteria and the center's operator's curriculum into the outdoor yards' designs. Typical outdoor yards with a simple climbing structure are insufficient for meaningful outdoor learning opportunities and are rarely age-appropriate for young children.

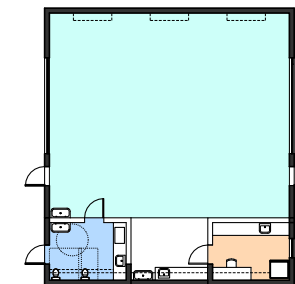
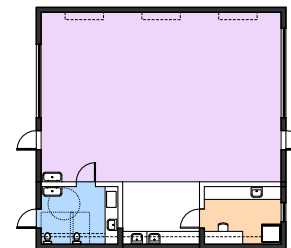
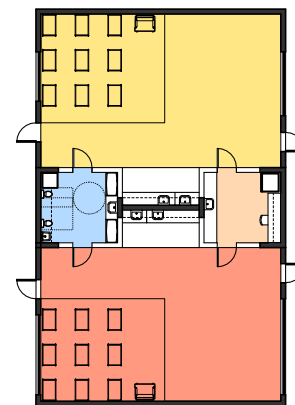
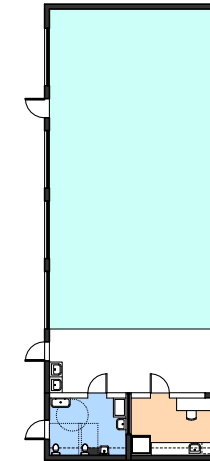
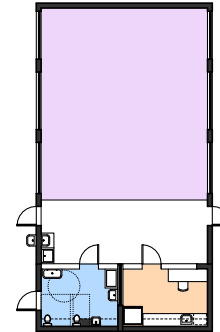
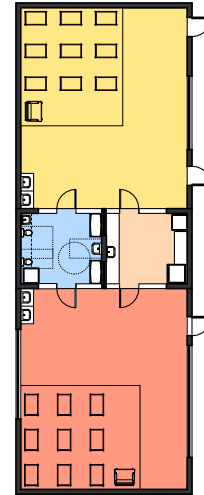
## LICENSING REQUIREMENTS FOR OUTDOOR YARDS.

Licensing requires 75 sq ft per child. For planning use 100+ sq ft/child, it considers circulation, storage, emergency exiting, lighting, landscaping, etc.

- Licensing requires a 6' high perimeter fence. For increased security, ensure the fence has minimal visibility.
- Licensing requires a 4' high fence to divide the individual age group yards.
- Each age group requires its age-appropriate outdoor yard. The ECE center typologies illustrate three outdoor yards for each age grouping, Infants and Toddlers, Twos, and Preschoolers, with direct access from the classrooms

# CLASSROOM TEMPLATES

- GENERAL CONSIDERATIONS
- COMMON FEATURES
- PROGRAMMING CRITERIA
- DESIGN ELEMENTS

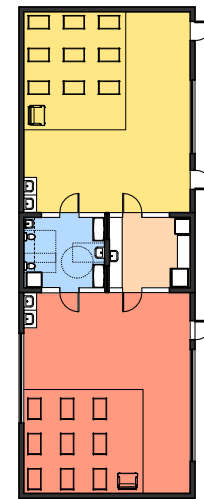




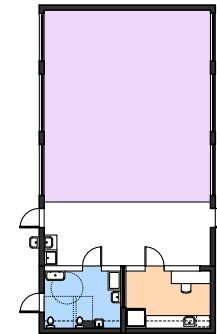
# CLASSROOM TEMPLATE GENERAL CONSIDERATIONS

## CLASSROOM SIZE & DESIGN ARE BASED ON:

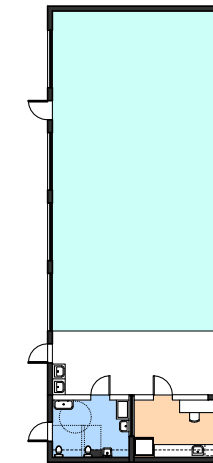
- The children’s age grouping: Infants and Toddlers, Twos, and young Preschoolers.
- Programming & operational efficiency elements:
  - Plumbing Core includes in-classroom child restrooms, a teacher support area, and classroom sinks.
  - Ease of visual and auditory supervision, classroom layout with low-height walls and half-doors.
  - Age flexibility of classrooms
  - Unencumbered activity space
- California state licensing and quality requirements and various rating standards.
- ECE programmatic and facility best practices.
- Design features that can be easily replicated.



INFANT &  
TODDLER

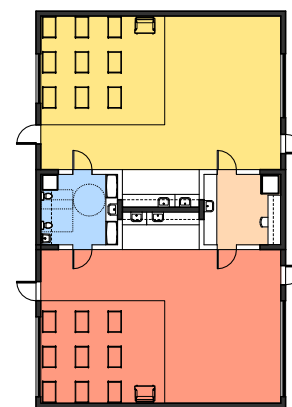


TWOS

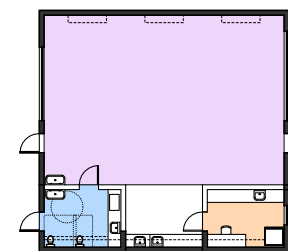


PRESCHOOL

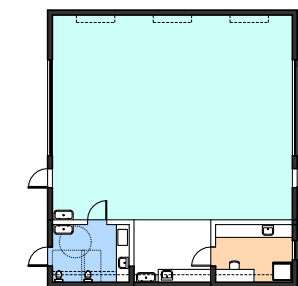
## SINGLE-LOADED CORRIDOR APARTMENT BUILDING



INFANT &  
TODDLER



TWOS



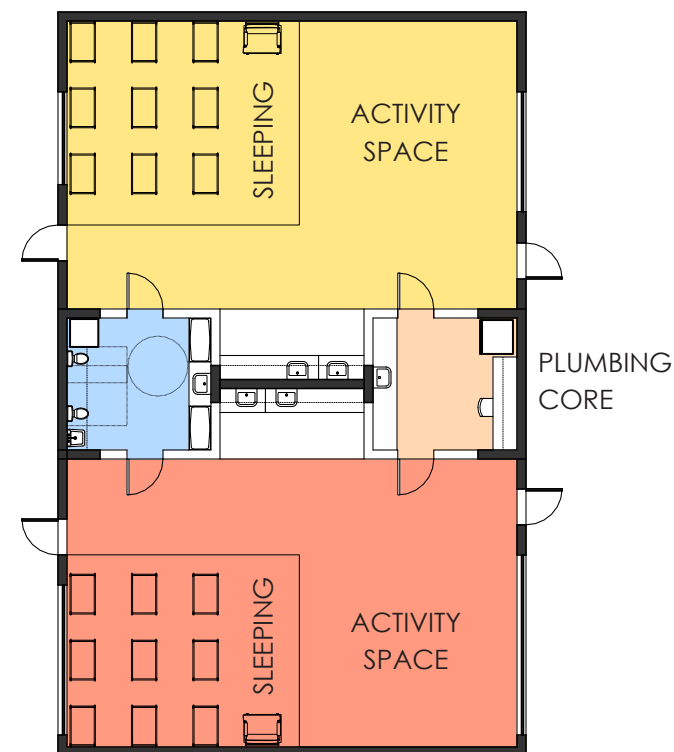
PRESCHOOL

## DOUBLE-LOADED CORRIDOR APARTMENT BUILDING

# CLASSROOM TEMPLATES COMMON FEATURES

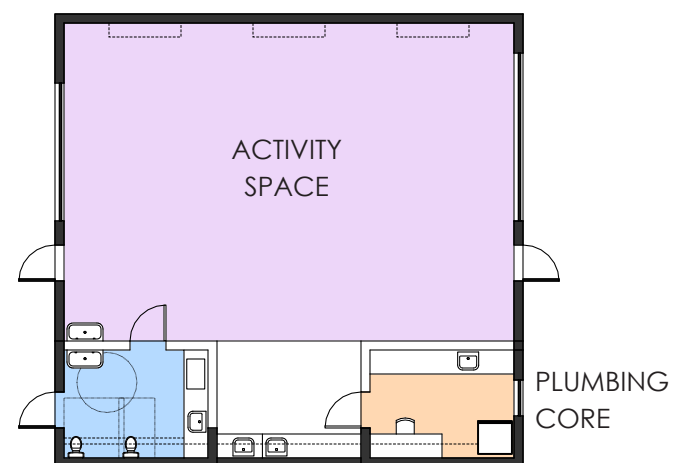
- Classroom Restrooms
- In-Classroom Teacher Support
- Unencumbered Activity Space
- Plumbing Core
- Classroom Sinks
- Sleeping Space

- Two Exiting Doors
- One Classroom Entry Door
- One Emergency Door - directly to the outside
- Daylighting - maximize glazing
- At Twos and Preschool classrooms, Outdoor Yard Restroom Entrance



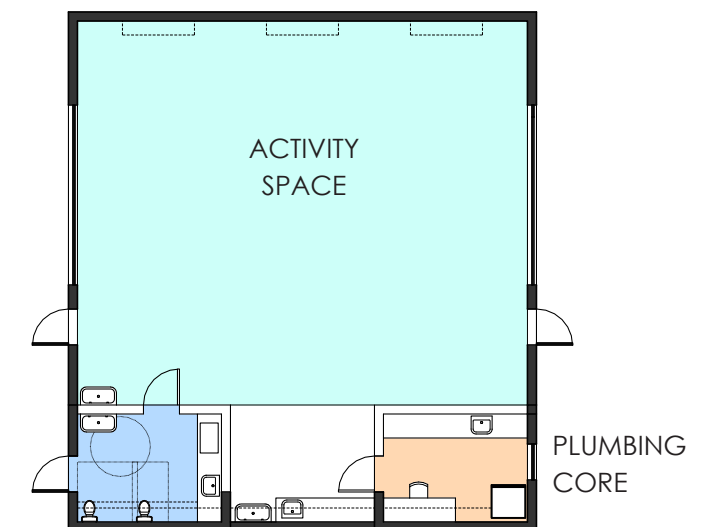
## INFANT & TODDLER POD

- 2 classrooms sharing plumbing core
- Due to small group sizes for these age groups, the classrooms share the plumbing core.
- Sleeping and activity space



## TWOS CLASSROOM

- Outdoor restroom entrance
- The restrooms and teacher support areas are not shared due to acoustic spill over, health reasons, and the developmental needs of this age group.



## PRESCHOOL CLASSROOM

- Outdoor restroom entrance
- The restrooms and teacher support areas are not shared due to acoustic spill over, health reasons, the large group size, and activity level of this age group.

# CLASSROOM TEMPLATES PROGRAMMING CRITERIA

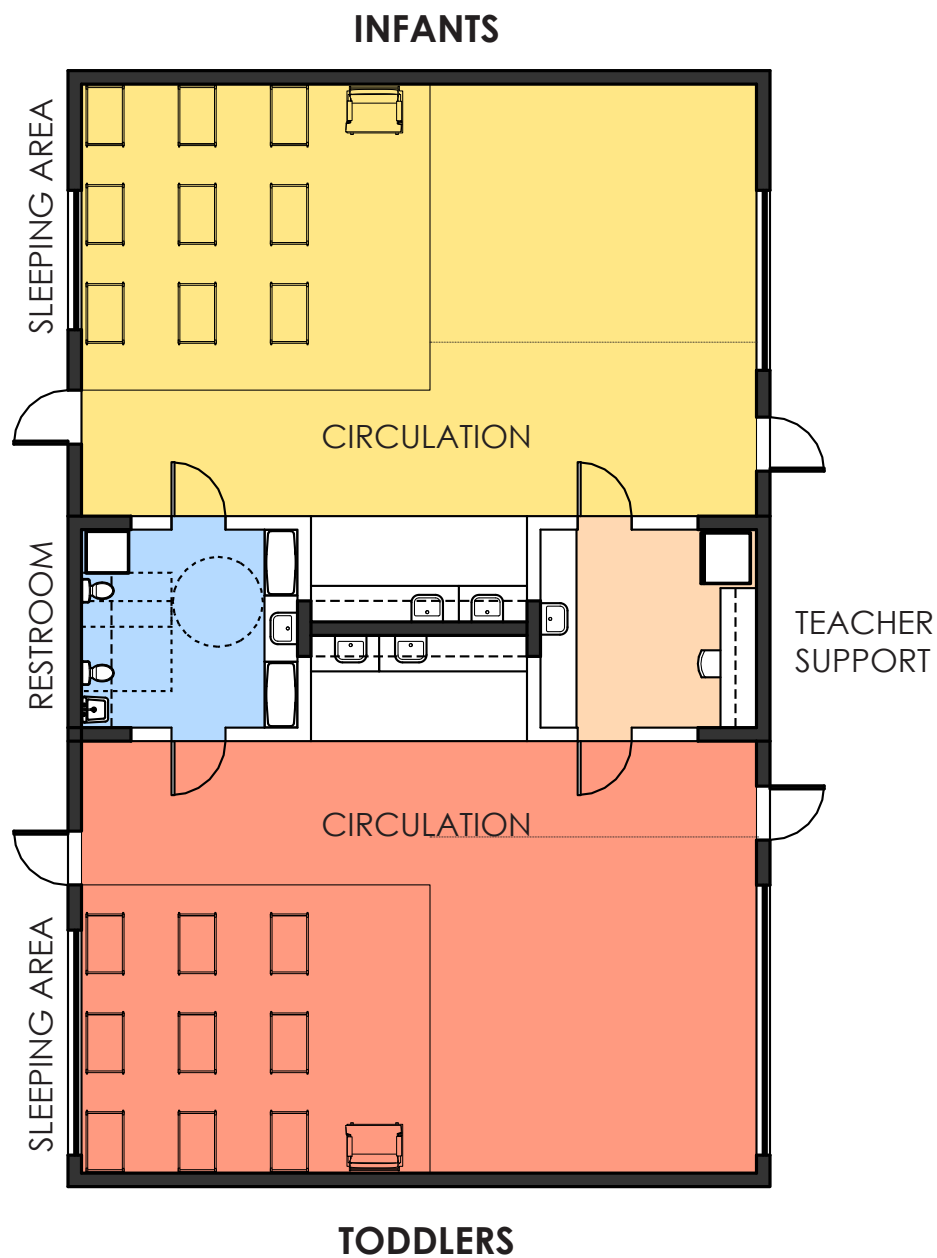
- INFANT & TODDLER POD
- TWOS CLASSROOM
- PRESCHOOL CLASSROOM



# CLASSROOM TEMPLATES

## PROGRAMMING CRITERIA

### INFANT & TODDLER PODS



CLASSROOM	ECE PROGRAM	CHILDREN AGES	PLANNING INTERIOR AREA (IN SQUARE FEET)	PLANNING EXTERIOR AREA (IN SQUARE FEET)	NUMBER OF CHILDREN
<b>Infant &amp; Toddler Pod</b> Shared Support Core: Diapering Toileting & Teacher Support	Infant Classroom	birth to 18 months	2,250 sq. ft.	1,800 sq. ft.	9
	Toddler Classroom	18 months to 24 months			9
<b>CLASSROOM INTERIOR Sq. Ft.</b>					
Classroom primary activity space, sleeping cribs, play and eating areas					1,800 sq. ft.
Classroom secondary space, circulation, restrooms, teacher support cores					450 sq. ft.
<b>TOTAL</b>					<b>2,250 sq. ft.</b>

#### CLASSROOM PLACEMENT WITHIN CENTER

- For easy parent drop-off and pick-up, locate the Infant & Toddler Pod close to the center entrance. Infants and toddlers are carried into the center by their parents or in car seats or strollers.
- Locate the Infant & Toddler Pod in the quietest part of the building. Infants tend to sleep most of the day, and toddlers sleep on and off throughout the day.
- These classrooms have additional square footage for sleeping areas.

#### EMERGENCY EXITING IMPACT ON PLACEMENT

- Infants and toddlers cannot walk independently, meaning in the case of evacuation, they must be carried or transported in cribs.
- The Infant & Toddler Pod classrooms must have easy access to the building exit doors and outdoor yard emergency gates.

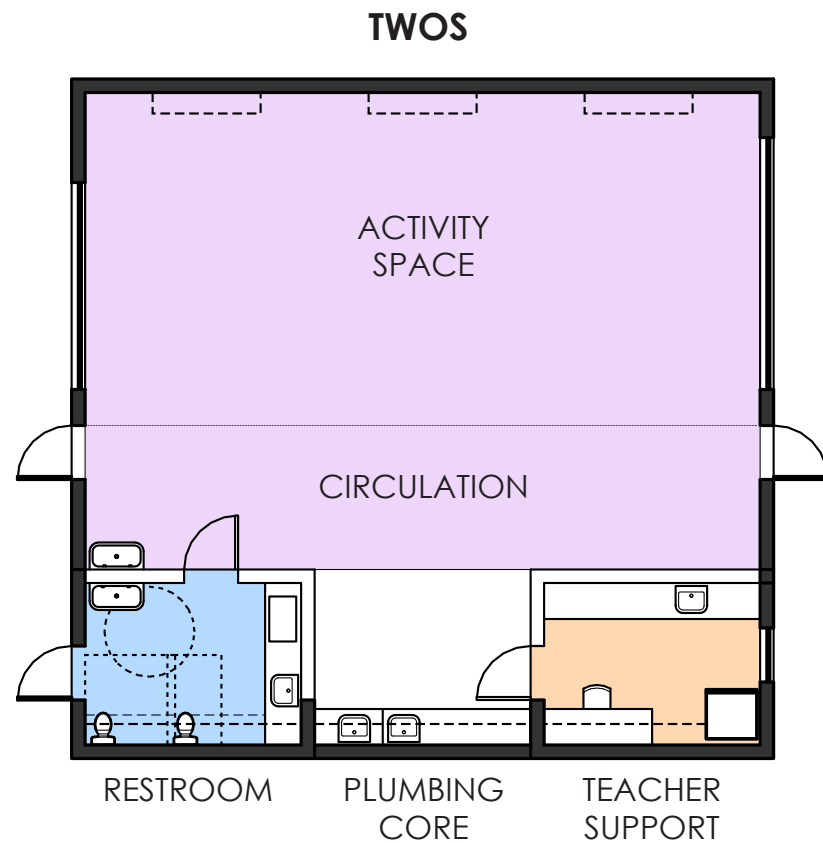
#### OUTDOOR YARDS

- 100 sq ft/child is used for planning purposes to account for circulation, storage, emergency exiting, lighting, landscaping, fencing, etc.
- The infant and toddler age group requires a separate outdoor yard.
- Outdoor yard to be adjacent to the classroom, providing each classroom with direct access to the yard.

# CLASSROOM TEMPLATES

## PROGRAMMING CRITERIA

### TWOS CLASSROOMS



CLASSROOM	ECE PROGRAM	CHILDREN AGES	PLANNING INTERIOR AREA (IN SQUARE FEET)	PLANNING EXTERIOR AREA (IN SQUARE FEET)	NUMBER OF CHILDREN
<b>TWOS</b> Activity Area Teacher Support Child Restroom Circulation	Two years	2 - 3 years old	1,350 sq. ft.	1,200 sq. ft.	12
<b>CLASSROOM INTERIOR Sq. Ft.</b>					
Classroom primary activity space, children activity space					810 sq. ft.
Classroom secondary space, circulation, restrooms, teacher support cores					540 sq. ft.
<b>TOTAL</b>					<b>1,350 sq. ft.</b>

#### ACTIVITY SPACE SQUARE FOOTAGE

- If the building configuration requires this classroom to be smaller during design development, consult an ECE facility consultant or the center operator to discuss if the Twos classroom’s activity area could be resized to no smaller than 600 sq ft.

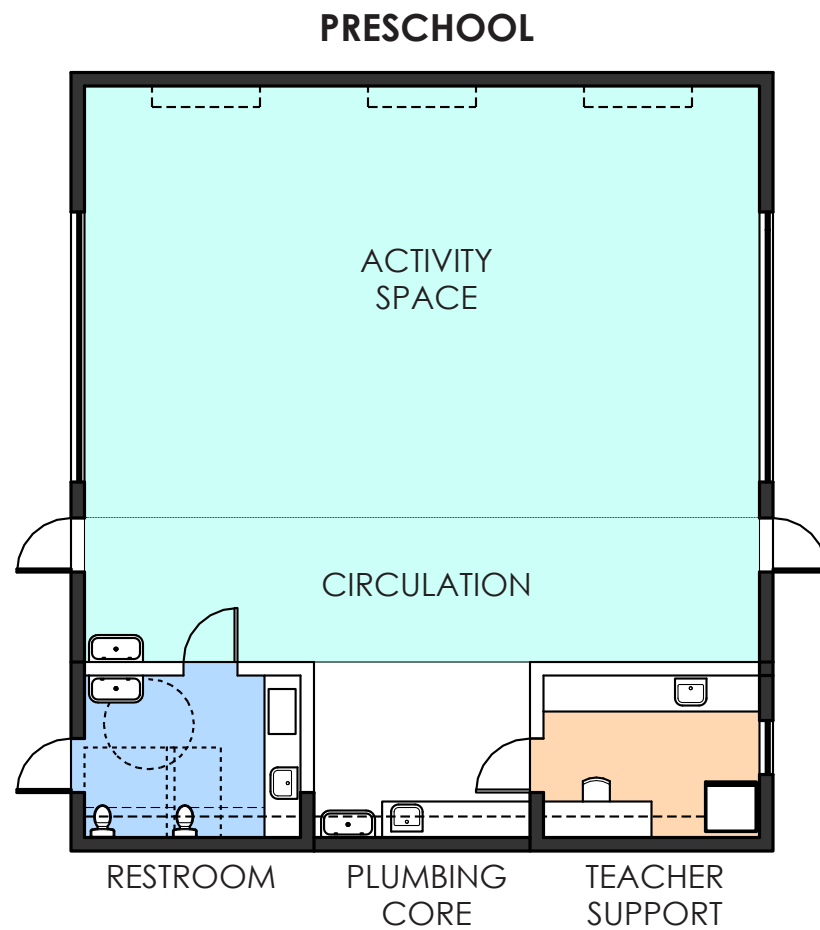
#### OUTDOOR YARDS

- 100 sq ft/child is used for planning purposes to account for circulation, storage, emergency exiting, lighting, landscaping, fencing, etc.
- This age grouping requires a separate outdoor yard.
- Outdoor yard to be adjacent to the classroom, providing each classroom with direct access to the yard.

# CLASSROOM TEMPLATES

## PROGRAMMING CRITERIA

### PRESCHOOL CLASSROOMS



CLASSROOM	ECE PROGRAM	CHILDREN AGES	PLANNING INTERIOR AREA (IN SQUARE FEET)	PLANNING EXTERIOR AREA (IN SQUARE FEET)	NUMBER OF CHILDREN
<b>PRESCHOOL</b> Activity Area Teacher Support Child Restroom Circulation	Preschool	3-4 years old	1,530 sq. ft.	2,400 sq. ft.	24
<b>CLASSROOM INTERIOR Sq. Ft.</b>					
Classroom primary activity space, children activity space					920 sq. ft.
Classroom secondary space, circulation, restrooms, teacher support cores					610 sq. ft.
<b>TOTAL</b>					<b>1,530 sq. ft.</b>

#### CLASSROOM SQ FT

- If the building configuration requires this classroom to be smaller during design development, consult an ECE facility consultant or the center operator to discuss if the Preschool classroom's activity area could be resized to no smaller than 1000 sq ft.

#### OUTDOOR YARDS

- 100 sq ft/child is used for planning purposes to account for circulation, storage, emergency exiting, lighting, landscaping, fencing, etc.
- This age grouping requires a separate outdoor yard.
- Outdoor yard to be adjacent to the classroom, providing each classroom with direct access to the yard.

# CLASSROOM TEMPLATES DESIGN ELEMENTS

## IN-CLASSROOM RESTROOMS

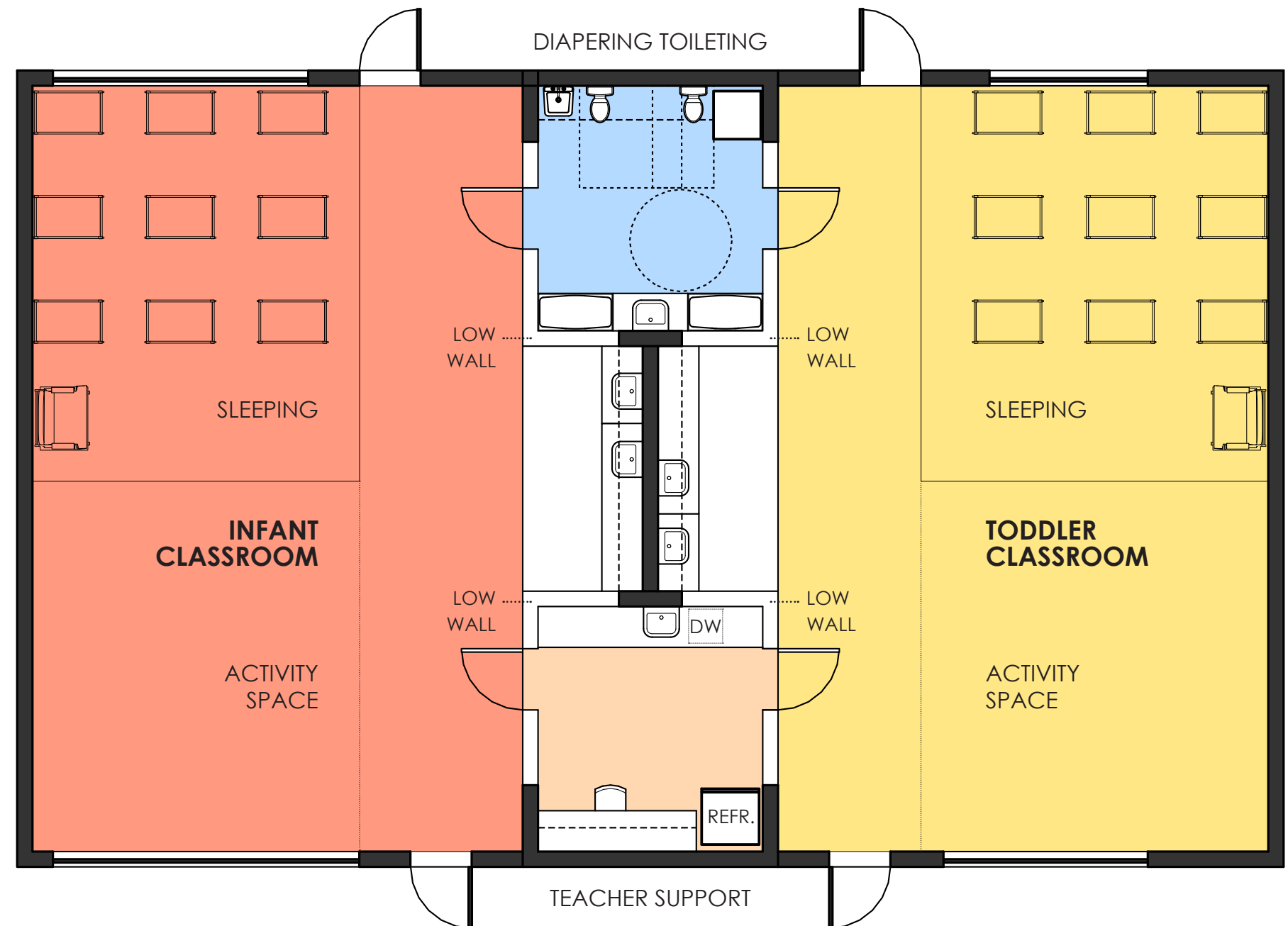
- Restrooms in the classroom are essential. In-classroom restrooms support children’s physical and developmental needs, assist in disease prevention, and help maintain the required teacher-child ratios. If restrooms are located outside of the classroom, teachers are required to accompany children leaving the classroom.
- Licensing requires one toilet and one sink for every 15 children.

## DIAPERING AND TOILETING AREA

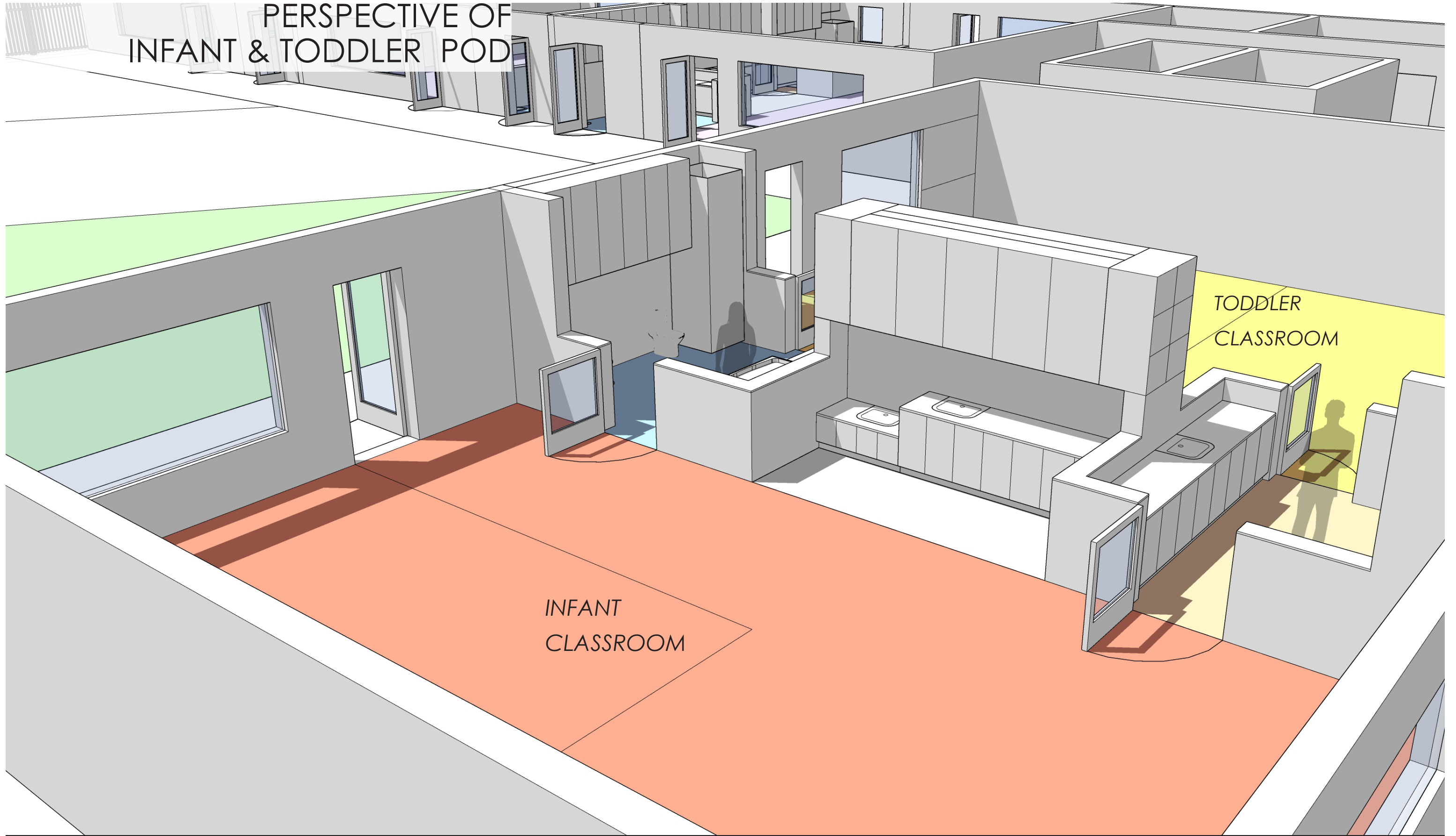
- Install 2 child 10” H tank toilets with quiet home-like flush, such as Baby Devoro rounded. The auto-flush model’s noise scares very young children.
  - Provide a 36” sink base cab with a 30” ADA diapering/ bathing sink with gently sloping sides to wash infants.
  - Use an ADA touchless faucet with pull-down spray and an above-deck mixer with easy-to-replace batteries.
  - Install two changing tables with steps on either side of the sink, approximately 44” x 22” x 37”.
- Locate exhaust fans venting directly above the changing tables venting outdoors.
- Install a small, rounded edge drop-in sink in an 18”H base cab horizontally, as close as possible to the leading edge of the counter.
- Use an ADA goose neck limited swivel faucet with wrist blade handles.
- Locate a stackable full-size washer and dryer tower in the corner.

## SLEEPING AREA

- Licensing requires additional sleeping areas for infants and toddlers with 3’ spacing between cribs.
- The sleeping area outlined in the templates illustrates the sq. ft. needed, not walls.



PERSPECTIVE OF  
INFANT & TODDLER POD





# CLASSROOM TEMPLATES DESIGN ELEMENTS

## HALF WALLS AND HALF DOORS

Half walls and half doors provide teachers with the maximum visual and auditory supervision in the classroom. 90-degree outward corners impede both types of supervision and are not recommended. Half walls and doors are used in all the classrooms.

- With the half wall height of 42-44", the teachers will have visual and acoustic access to the classroom when seated in the teacher support area.
- Half wall cap of 8 -10" wide, painted wood provides teachers additional space for materials.
- The half door is the height of the half wall with a full lite panel. Most of the door's surface is safety glazing creating a large visibility panel.

## ACTIVITY SPACE

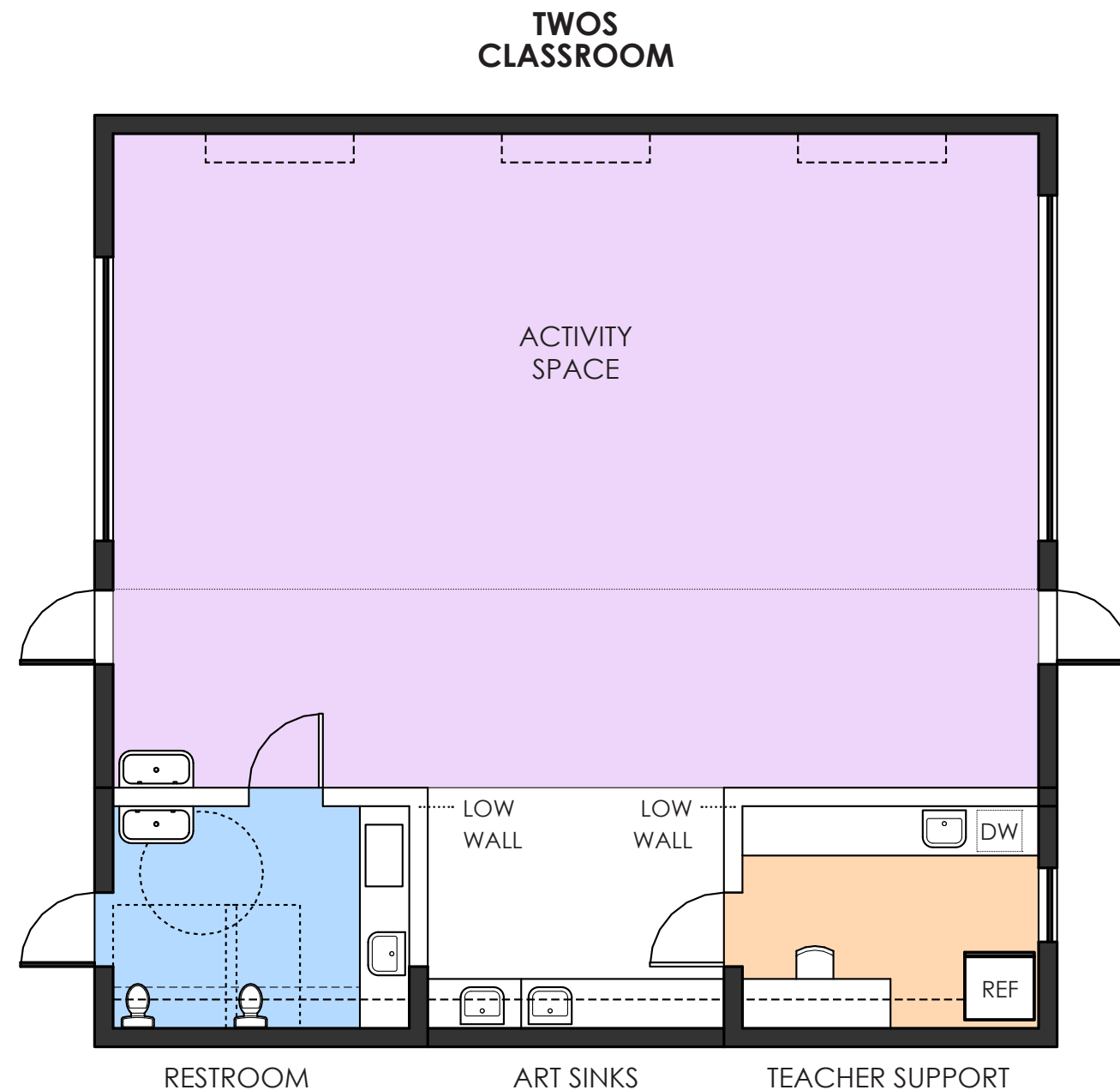
Unencumbered activity space provides a safe and healthy environment and prevents overcrowding.

- The majority of a classroom is encumbered activity space.
- Locate the building's support columns in the perimeter walls or integrate them into the support core (either on the corners of the half walls or where the half walls meet the full walls).

## UPPER WALL CABINET STORAGE

Convenient upper wall storage allows staff to be effective and efficient throughout the day. In addition, when materials are stored where they are used, teachers can enrich activities and stay in the room.

- Locate upper wall cabinets over activity areas. An ECE operator or consultant can identify the locations based on the classroom's furniture layout.
- In-classroom storage closets are not recommended, as they occupy activity space.



# CLASSROOM TEMPLATES DESIGN ELEMENTS

## TEACHER SUPPORT

In-classroom teacher support areas provide a less stressful, more efficient, and professional environment for classroom staff. With the right appliances, administrative space, and the ability to have excellent classroom visual and auditory supervision, teachers spend less time performing daily classroom tasks and more time with the children.

In the teacher support area provide ADA:

- Refrigerator, dishwasher, and microwave
- Sink, and garbage disposal
- Upper and lower cabinet storage with a portion of the counter to be used as a desk with room for a task chair, and under-counter file cabinet.

## RESTROOMS AND OUTDOOR ACCESS

- Two 10" H child toilets
- One 2-child trough sink install at the appropriate age height
- For the age-flexible classroom:
  - One adult height sink to be used for dedicated diapering.
  - Leave space for a changing table 44" x 22" x 37".
- The exterior bathroom door allows children direct access to the restroom from the outdoor yards.

## INTERIOR AND EXTERIOR GLAZING – DAYLIGHTING

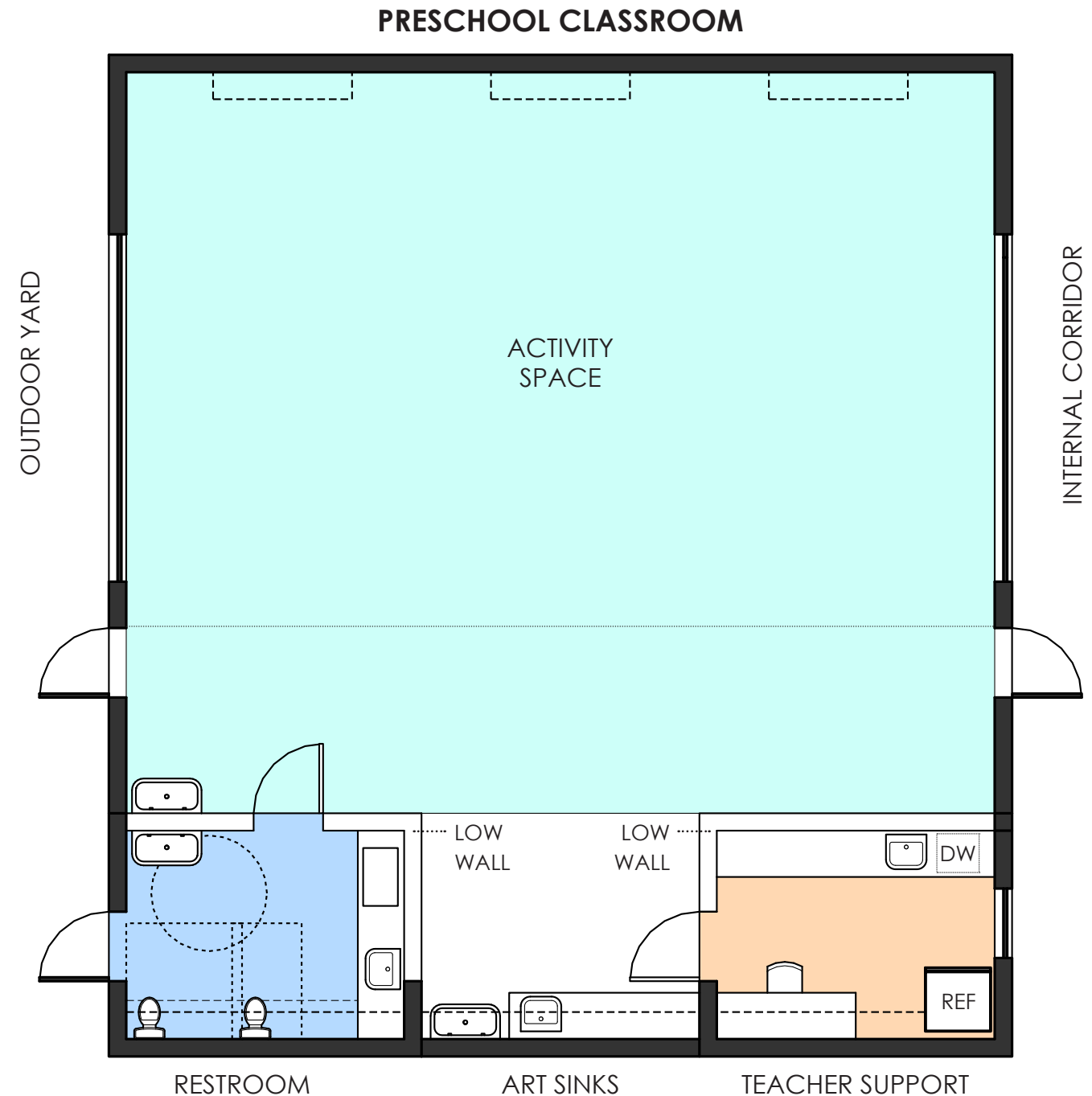
Natural daylight has positive effects on learning and well-being. Therefore, the best practice is to have most classroom lighting come from sunlight. The ability for children to see outdoors provides children with perceptual and language experiences.

- Maximize exterior and interior glazing/windows.
- Height of exterior and interior glazing/windows to be low enough for children to see outdoors without being held.

## TWO EXIT DOORS

Have 2 exit doors for each classroom.

- In a double-loaded corridor configuration, one is the interior classroom entry, and the second directly exits to the outdoor yard.
- In a single-loaded configuration, one functions as both the classroom entry and the outdoor yard door, and the second is an emergency-only door.



# CLASSROOM TEMPLATES DESIGN ELEMENTS

## ADULT SINKS

Licensing and best practices require dedicated adult sinks for specific functions. For example, diapering, food/snack preparation, and art have dedicated sinks.

- Use ADA drop-in stainless sinks approximately 31" x 22" x 6.5" D with a minimum of 5.5" D. If the sinks are too shallow, water splashes out onto the floor, posing a slipping hazard.
- This size adult sink and faucet can be used throughout the center as the classroom art sink and in the teacher support area, staff lounge, and meal prep.
- Use ADA touchless faucets with pull-down spray and easy-to-replace above-deck batteries and mixer for all adult sinks, including teacher support, classroom art sink, staff lounge, and meal prep.



Preschool  
Teacher and child classroom sinks

## CHILDREN'S CLASSROOM SINKS

- Child classroom sinks are essential for disease prevention and personal and center hygiene. Sinks must be in the classroom near activity areas that require handwashing: the toileting, art, and meal areas to provide the maximum health benefits.
- Child-height sinks allow children to use them independently, to socialize with one another, and develop personal hygiene skills. A child can use the correct height sink without the assistance of an adult or a step stool.
- Using steps for children to reach adult-height can pose a safety hazard.

## SINKS

Safety is the most significant concern in selecting sinks for infants and toddlers.

- Select drop-in sinks with rounded corners. If using an undercount mount, ensure counters have the maximum radii rounded corners.
- Install the sink in an 18" H base cabinet as close as possible to the leading edge so toddlers are able to reach the handles.
- Wall-mounted sinks are not recommended for this age group; exposed piping is hazardous.

## CLASSROOM SINKS

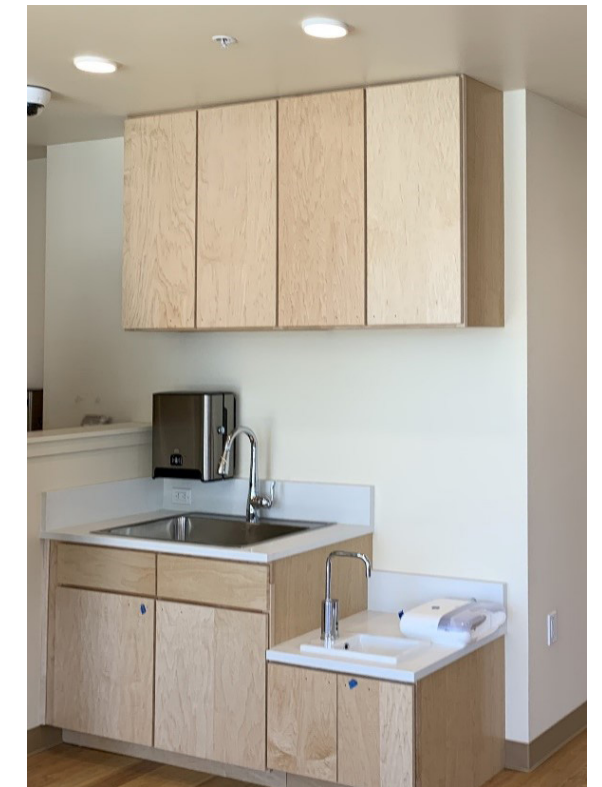
- Trough sinks are typically used in Twos and Preschool classrooms; two children can use the sink at the same time.

## OUTDOOR YARD SINKS

- Cast-iron trough sinks are used in the outdoor yards and are located near each classroom's plumbing wall.

## ACCESSORIES

- For children's safety, select acrylic accessories with rounded corners, such as Tork Mini paper towel dispensers or similar. Metal accessories with hard, sharp corners pose a safety hazard.



Twos  
Teacher and child classroom sinks

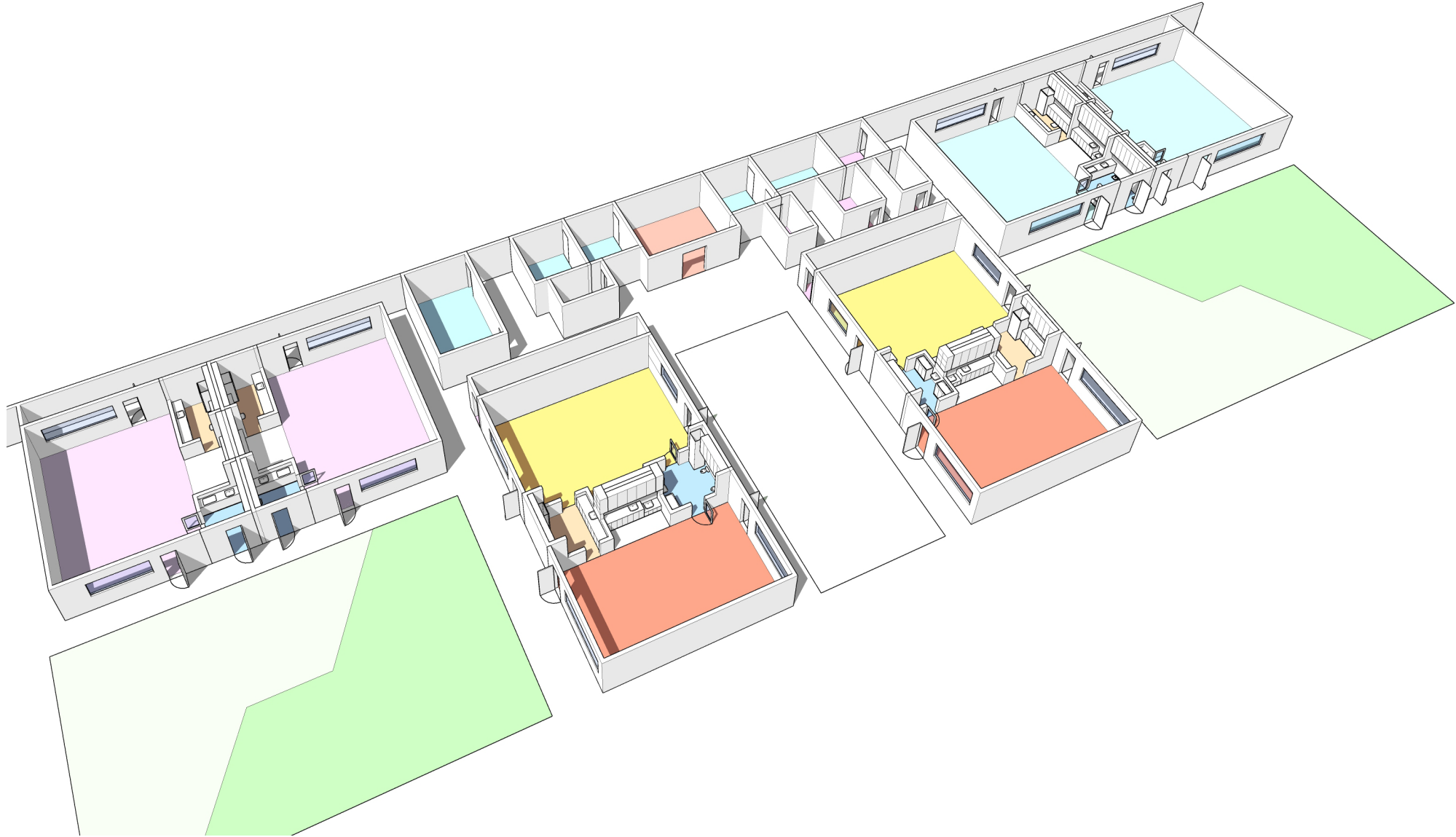


Preschool  
Child classroom sinks



# ECE CENTER TYPOLOGIES

- PROGRAMMING CRITERIA
- PROGRAM BUBBLE DIAGRAM
- SAMPLE PROGRAM
- TYPOLOGIES



# ECE CENTER PROGRAMING CRITERIA

## SQ FT REQUIRED FOR BUILDING'S RESIDENTIAL SPACES & CIRCULATORY SYSTEMS

- A portion of the ground floor contains systems for the above residential units over the ECE center. Therefore, the center's square footage is less than the total ground floor square footage.
- Square footage is required for the residential building's entrance, elevators, stairwells, trash chutes, electrical panels, mechanical equipment, etc.
- The percentage of space on the ground floor for residential-related equipment and services can typically range from 200 to 600 sq. ft. Verify these dimensions with the design engineers of the project.

## ECE CENTER ENTRANCE AND COMMUNITY ROOM

- Provide separate entry to the ECE center to implement security and licensing requirements. Residences are to have a separate building entrance.
- For security and licensing reasons, there is only one public entrance.
- Locating adult and child-height hand washing sinks in the entry is a best practice from pandemic protocols.
- The entry will also be used for flex space for center and community-invited activities.

## LACK OF RECEPTION DESK AND SECURITY

- Typically, subsidized programs serving low to middle income families do not have the funding or staff to have a receptionist. Therefore, the center typologies do not have entry reception desks.
- A security door entry system will control the entrance into the ECE center.

## ADMINISTRATIVE OFFICES

- The ECE Center requires administrative offices for the operations of the program.
- Both offices need visual access to the ECE center's entrance door.

## ADULT RESTROOMS

- 2 adult restrooms are typically required based on the total number of staff. Locate one near the classroom and one near the entrance and offices.
- One restroom to have a tub/shower to rinse off older children when necessary.
- Use base sinks cabinets for restroom storage.

## CONFERENCE & LACTATION ROOM

### CONFERENCE ROOM

- Size the conference room according to the space available.
- The ideal is to have all staff seated.
- A conference room with less capacity will suffice if the ECE program can access another space to hold staff meetings.
- Provide a counter with upper & lower cabinets for storage, a small sink, and an under-counter refrigerator.

### LACTATION ROOM

- The lactation room is for ECE center employees and is often co-located with the conference room. Parents typically breastfeed their children in the classrooms.
- Counters with upper and lower cabinets, a small sink with a single lever goose-neck faucet, an under-counter refrigerator, convenient electrical outlets, and a screen for privacy provide all the necessary elements for a lactation room.

# ECE CENTER PROGRAMING CRITERIA

## STAFF LOUNGE/TEACHER PREP

Specific combinations of support spaces can be combined if there are space constraints. For example, the staff lounge and teacher 's prep can be successfully integrated into one room.

### STAFF LOUNGE

- Provide space for teachers' lockers, tables and chairs, and comfortable seating.
- Include a small ADA kitchenette: refrigerator, microwave, range, dishwasher, sinks, trash, recycling bins, etc.

### TEACHER'S PREP

- Incorporate workspaces to create lesson plans, update files on a laptop, and prepare classroom materials.
- Include counter space for a small printer, paper cutter, etc.
- Provide storage for prep materials. Use upper and lower cabinets with a counter.

## LAUNDRY ROOM

- In large centers use two pairs of large capacity ADA washers and dryers for the Twos & Preschool's laundry,
- The Infant & Toddler Pod generates large amounts of laundry which is washed and dried throughout the day. Install a stackable washer & dryer/tower in the restroom. See the Infant & Toddler Pod template for an example.
- When the ECE center is small, square footage is at a premium, and the Infant & Toddler Pod has a stackable washer and dryer, a single washer and dryer can be in the staff lounge/ teacher prep room. It eliminates the need for a separate laundry room.

## MEAL PREP ROOM

ECE center operators can either provide meals in-house or have them catered. They also have the choice of serving meals family style or single serving.

- A commercial kitchen is not necessary.
- Provide an ADA electric drop-in range with an ADA hood venting directly to the outdoors.
- Depending on the size of the center, use ADA residential or commercial refrigerator(s) & freezer.
- Use a commercial dishwasher.
- Install an ADA sink & touchless pull-down spray faucet.
- Provide space for dry storage shelving.
- Plan for recycling and green waste bins and trash cans.
- Use the appropriate number of warming ovens.
- Leave space for the meal delivery cart storage.
- Counter with upper and lower cabinets. Verify applicable ADA requirements

## STORAGE

There is never enough storage in ECE centers. Provide the maximum amount of corridor, classroom, and outdoor storage as possible.

### CORRIDOR STORAGE CLOSETS

- Storage closets are only recommended in corridors, not in the classrooms. Having cabinets in the classroom takes away valuable activity space and creates curriculum dead zones.
- It's recommended to locate closet storage near the rooms where the items are used, such as near the different age classrooms, since they have age-specific materials and supplies.
- Corridor storage is needed for:
  - Administrative files & supplies
  - Shared classroom supplies and materials.
  - Large format equipment, cribs, mats, etc.
  - Bulk cleaning, diapering, and toileting supplies.

### COT STORAGE CLOSET

- Cot storage to be readily accessible to Twos and Preschool classrooms, and preferably inside the classrooms.

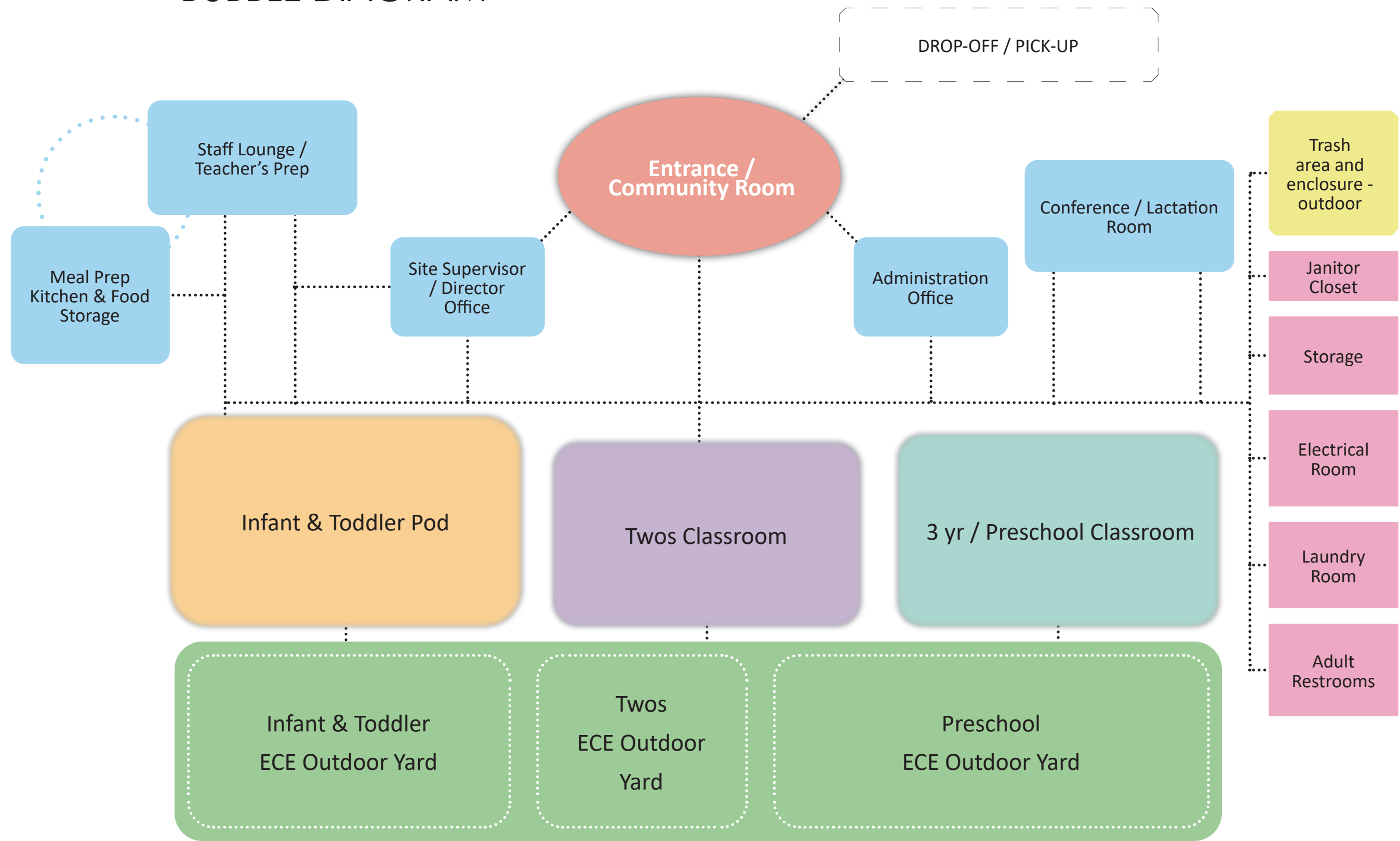
### CLASSROOM STORAGE

- Curriculum materials and supplies that are used daily are stored in the classroom. For classroom storage, use upper wall cabinets over activity areas.

### OUTDOOR STORAGE

- Provide waterproof outdoor material and equipment storage in each outdoor yard for trikes & helmets, sand & water toys, gardening tools, outdoor blocks, etc.

# ECE CENTER PROGRAM BUBBLE DIAGRAM



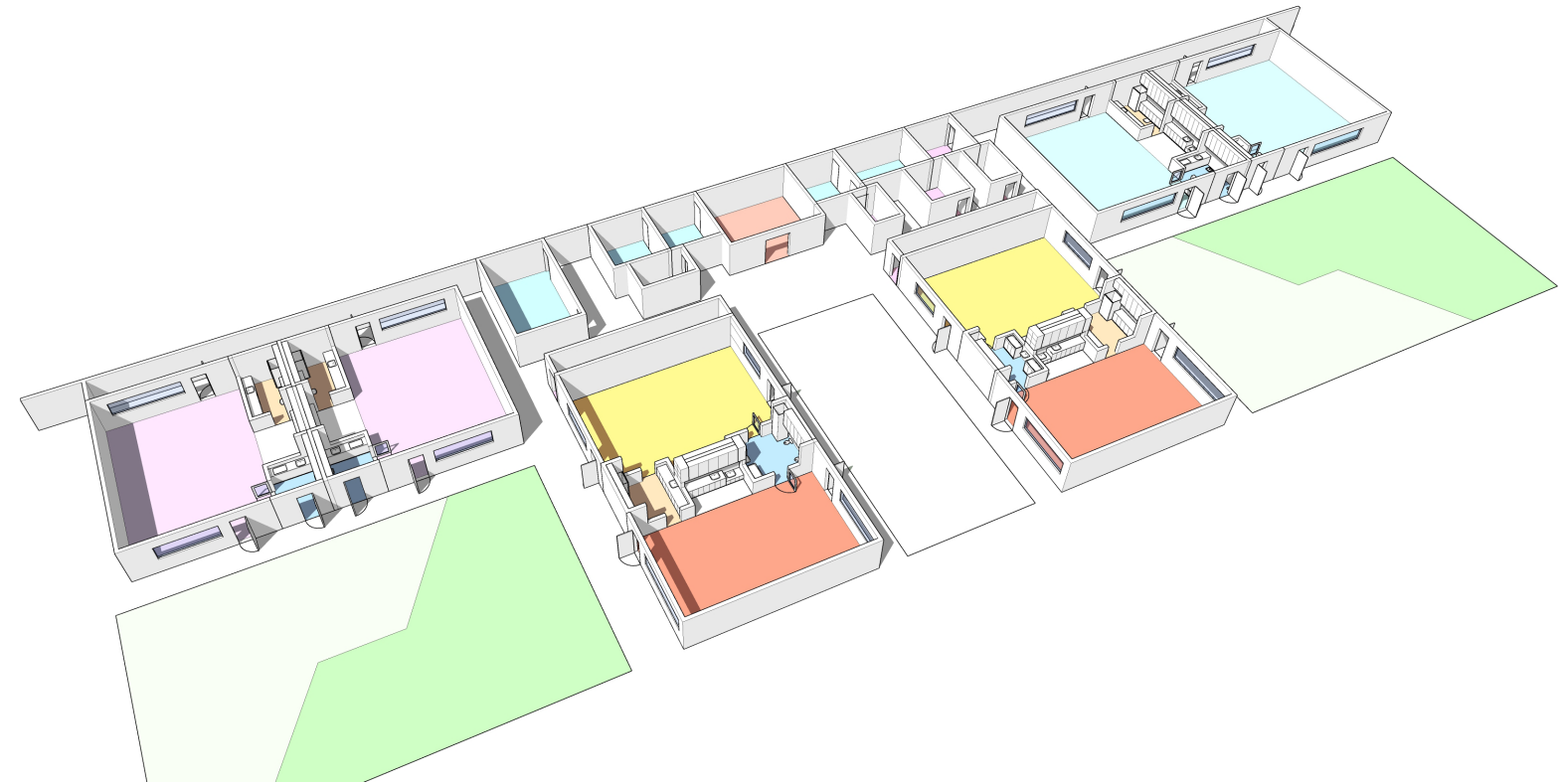
# ECE CENTER SAMPLE PROGRAM

ROOM TYPE	DIMENSIONS (BEST PRACTICE)	SQUARE FOOTAGE
Infant & Toddler Pod (Birth to 24 months)	28' x 37'-6" (infant) 22' x 37'-6" (toddler)	2,250
Twos Classroom (2 - 3 years old)	26'-6" x 37'-6"	1,350
Preschool (3 - 4 years old)	32'-0" x 37'-6"	1,530
Site Supervisor/Director's Office	12' x 14'	168
Administration Office	12' x 14'	168
Meal Prep Kitchen & Food Storage	14' x 24'	336
Staff Lounge/Teacher's Prep	14' x 18'	392
Laundry Room	12' x 12'	144
Adult Restroom	12' x 7'-6"	90
Adult Restroom with tub/shower	12' x 10'	120
Janitor Closet	12' x 7'	84
Electrical Closet	3' x 5'	15
Storage Large (cribs, etc.)	6' x 12'	72
Storage Medium (cots, etc.)	6' x 10'	60
Storage, additional	6' x 12'	72
Conference / Lactation Room	12' x 18'	216
Entrance / Community Room	18' x 22'	396
Outdoor Trash Enclosure	14' x 16'	224

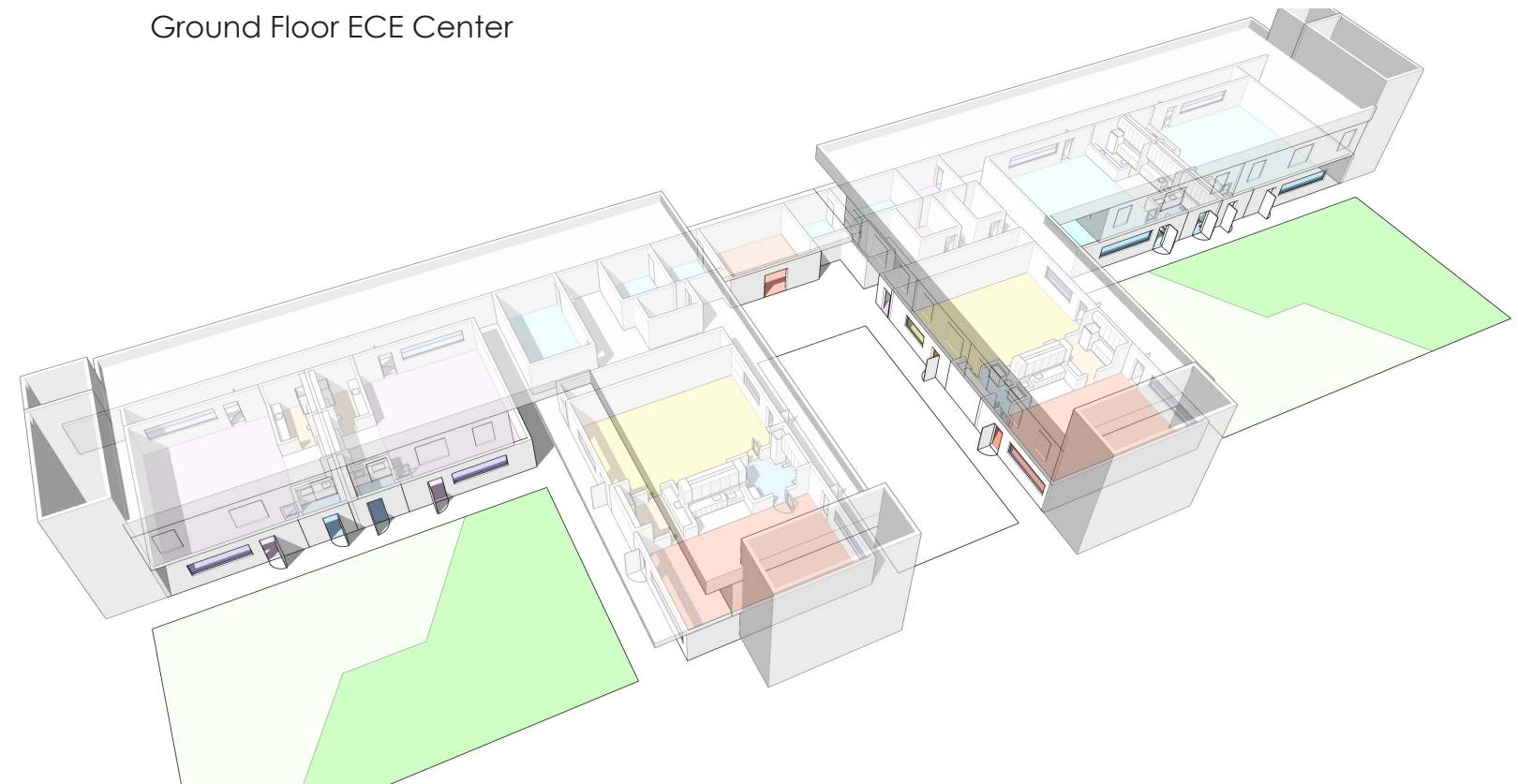


# ECE CENTER TYPOLOGIES

- The ECE Center typologies reflect the common building types found in Riverside County’s garden-style affordable housing developments.
- Combination of classroom templates create ECE Centers within building types.
- Programmatic & financially viable centers require a specific combination of certain age classrooms.
- The typologies illustrate large and small ECE centers within various shaped residential and freestanding buildings. The shapes that easily incorporate ECE centers are:
  - L-shaped
  - T-shaped
  - Linear
- ECE Centers in U-shaped buildings would have a negative acoustic impact on the residents living above. For this reason, locating an ECE center in this shape is not recommended.
- The prototypes presented are at the ground-floor and do not exceed three stories. However, they are appropriate for inclusion in multi-story buildings.
- All centers require common support service spaces and outdoor yards for each age group.

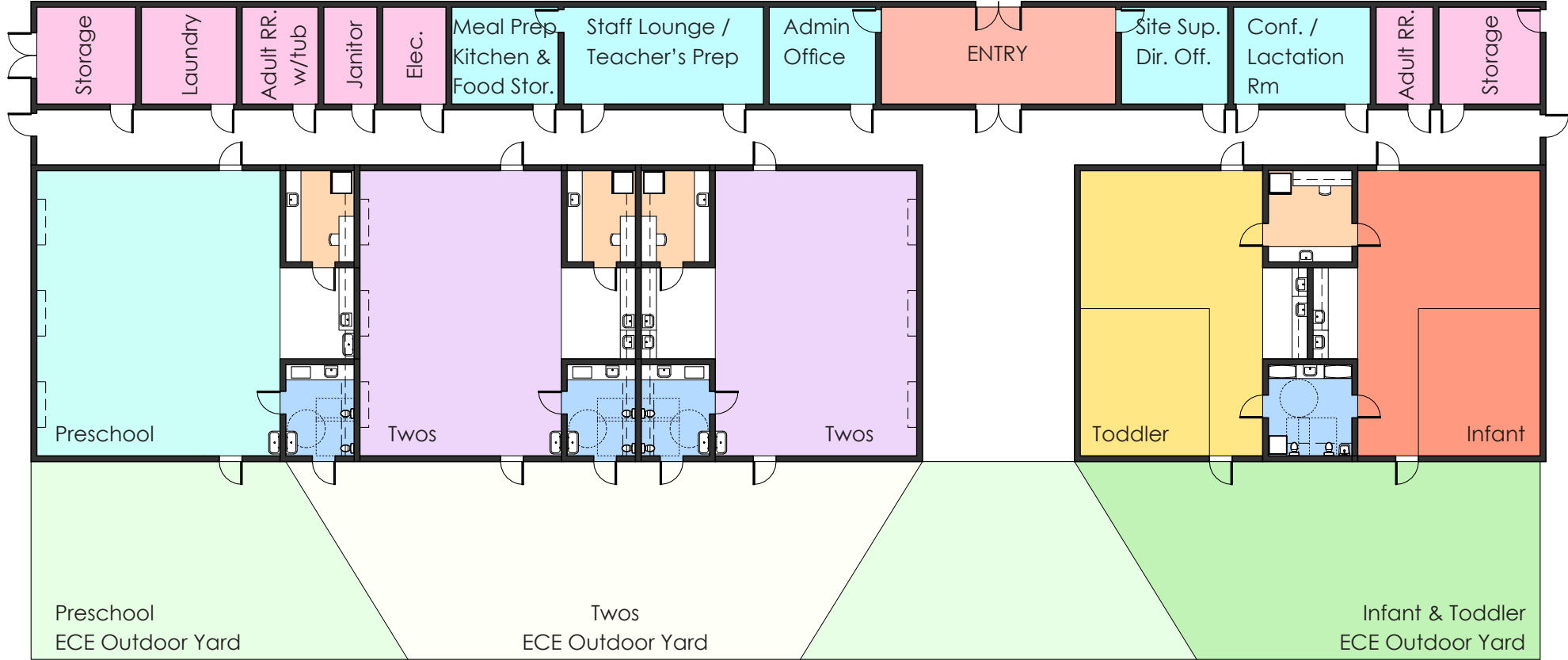


Ground Floor ECE Center



Residential Above Ground Floor ECE Center

# ECE CENTER TYPOLOGIES



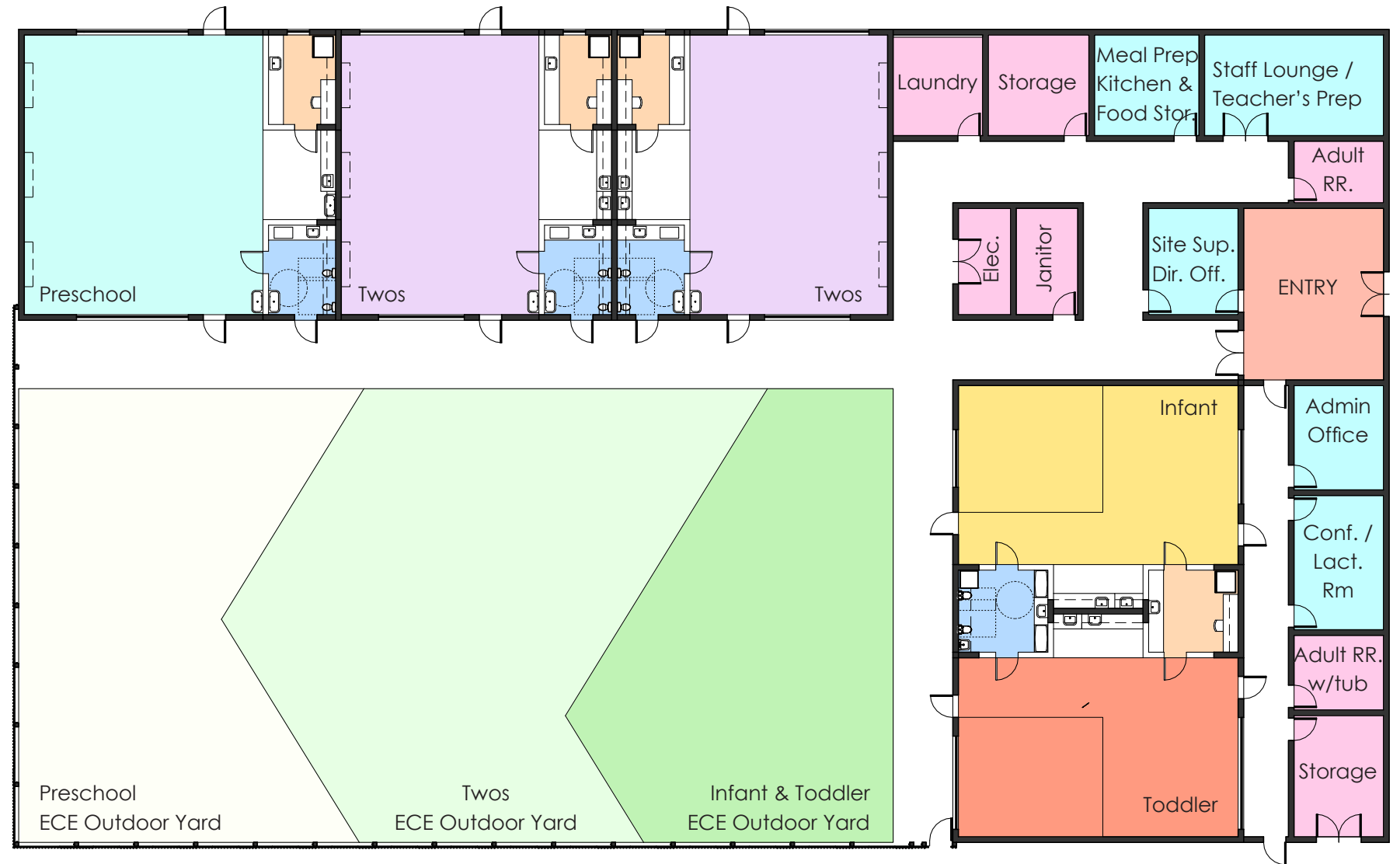
## SMALL LINEAR

STANDALONE BUILDING

11,670 SQ FT GROUND FLOOR  
 6,600 SQ FT OUTDOOR YARDS  
 5 CLASSROOMS  
 17 STAFF ESTIMATE  
 66 CHILDREN (9 INFANTS, 9 TODDLERS, 24 TWOS, 24 PRESCHOOLERS)



# ECE CENTER TYPOLOGIES



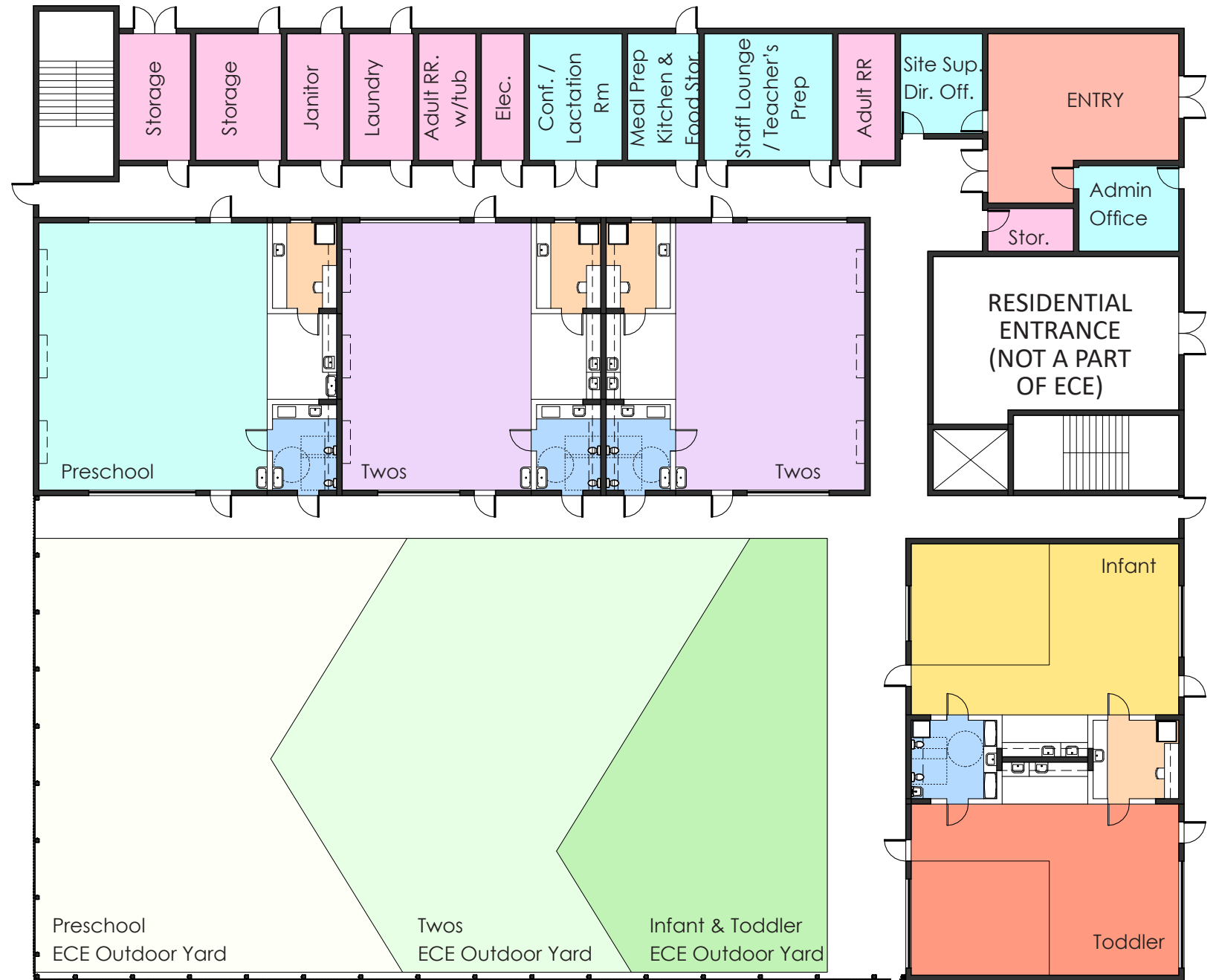
## SMALL L-SHAPED

STANDALONE BUILDING

12,600 SQ FT GROUND FLOOR  
 6,600 SQ FT OUTDOOR YARDS  
 5 CLASSROOMS  
 17 STAFF ESTIMATE  
 66 CHILDREN (9 INFANTS, 9 TODDLERS, 24 TWOS, 24 PRESCHOOLERS)



# ECE CENTER TYPOLOGIES

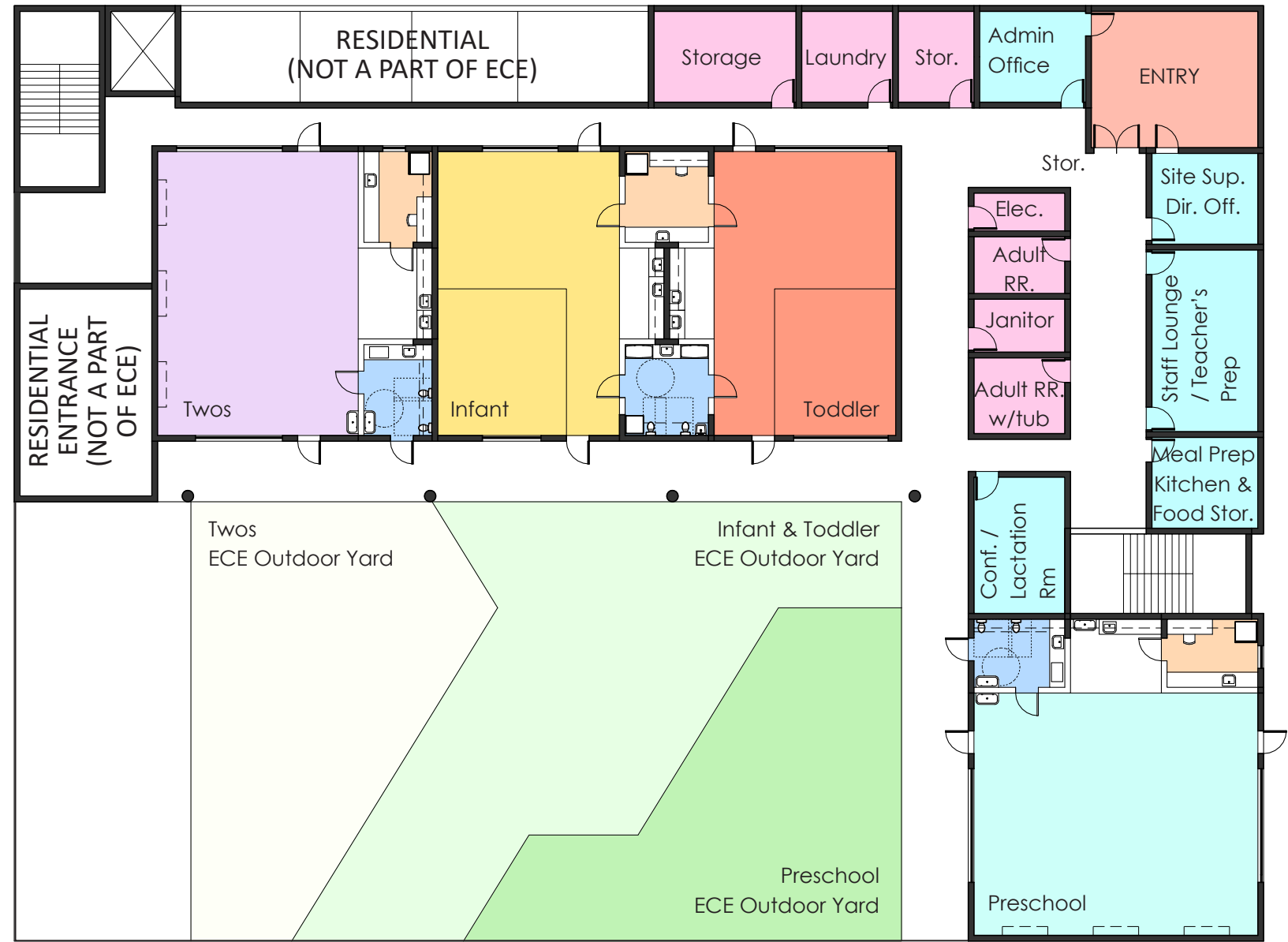


## SMALL L-SHAPED

DOUBLE-LOADED CORRIDOR BUILDING

12,600 SQ FT GROUND FLOOR  
 6,600 SQ FT OUTDOOR YARDS  
 5 CLASSROOMS  
 17 STAFF ESTIMATE  
 66 CHILDREN (9 INFANTS, 9 TODDLERS, 24 TWOS, 24 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES

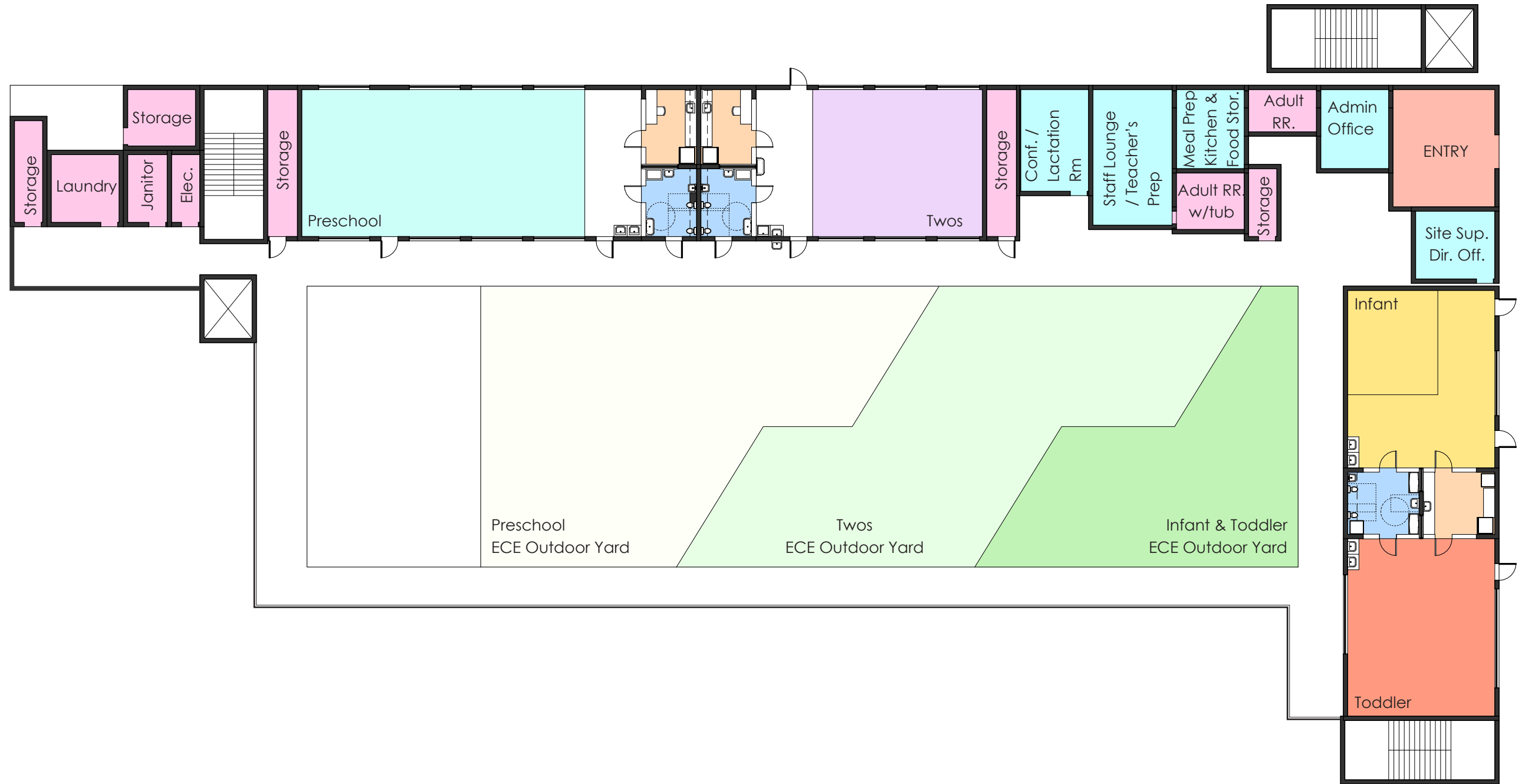


## SMALL L-SHAPED

DOUBLE-LOADED CORRIDOR BUILDING

11,760 SQ FT GROUND FLOOR  
 5,400 SQ FT OUTDOOR YARDS  
 4 CLASSROOMS  
 14 STAFF ESTIMATE  
 54 CHILDREN (9 INFANTS, 9 TODDLERS, 12 TWOS, 24 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES

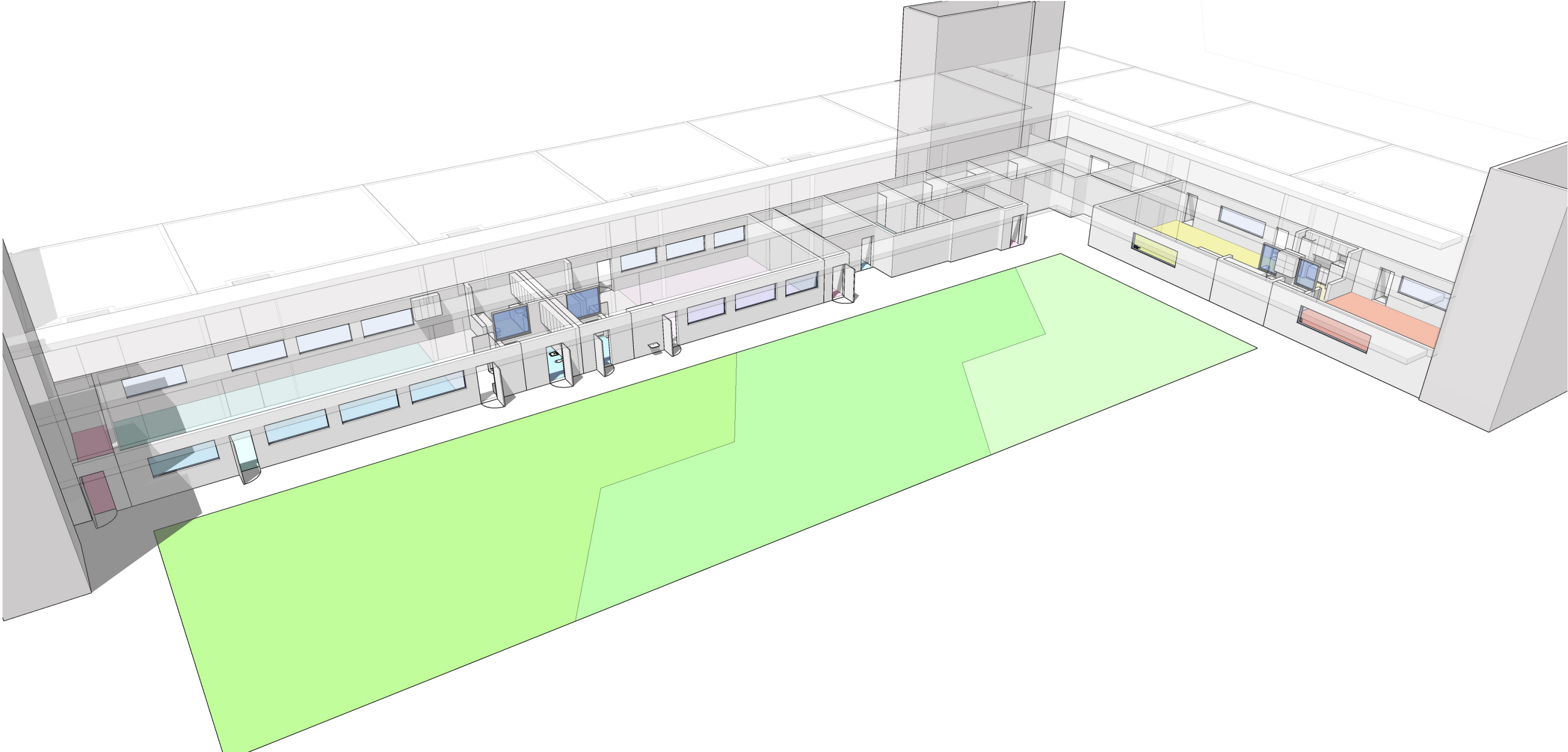


## SMALL L-SHAPED NARROW

SINGLE-LOADED CORRIDOR BUILDING

11,150 SQ FT GROUND FLOOR  
 5,400 SQ FT OUTDOOR YARDS  
 4 CLASSROOMS  
 14 STAFF ESTIMATE  
 54 CHILDREN (9 INFANTS, 9 TODDLERS, 12 TWOS, 24 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES

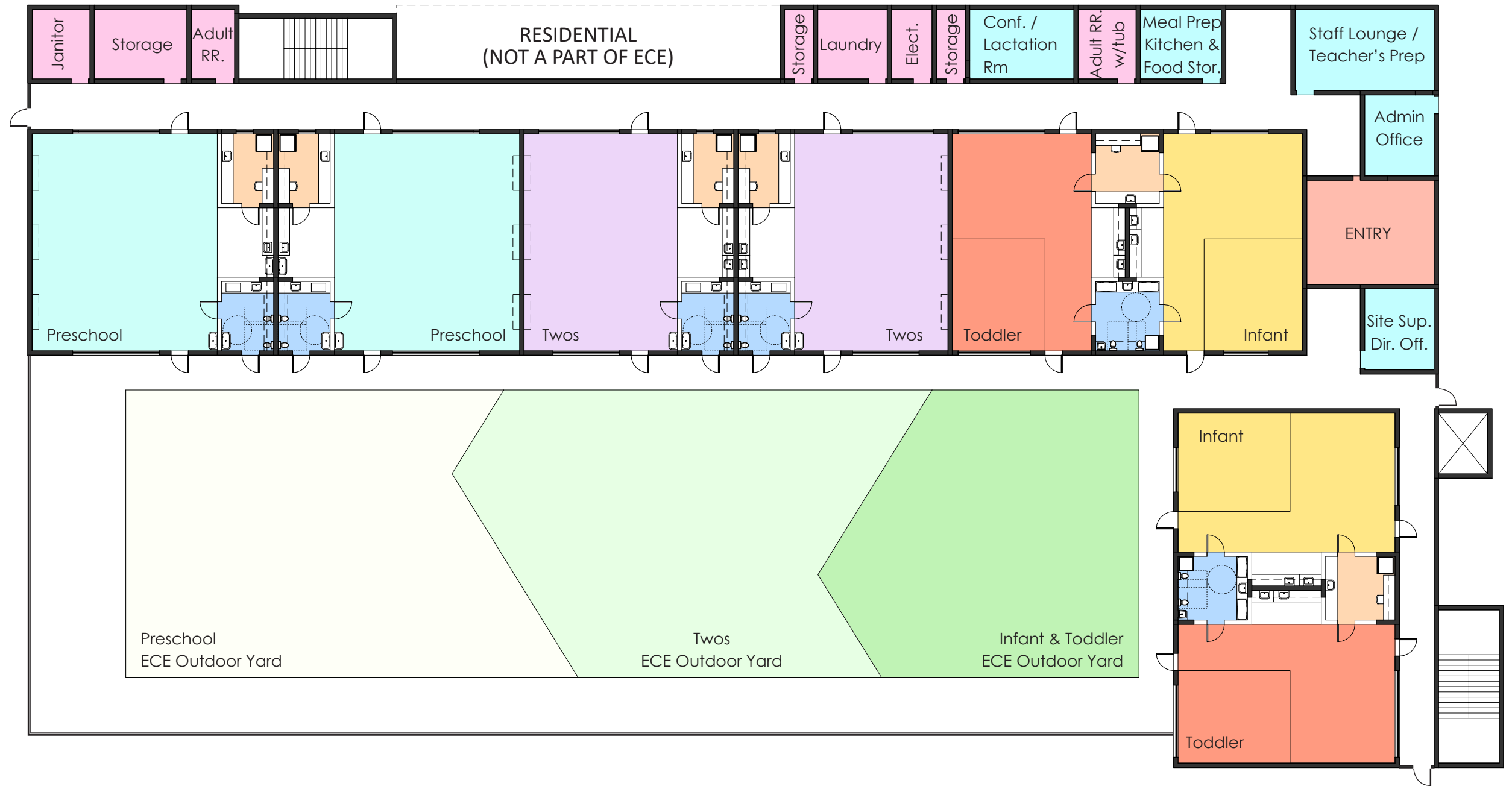


**SMALL L-SHAPED NARROW**  
**PERSPECTIVE VIEW**  
 SINGLE-LOADED CORRIDOR BUILDING

11,150	SQ FT GROUND FLOOR
5,400	SQ FT OUTDOOR YARDS
4	CLASSROOMS
14	STAFF ESTIMATE
54	CHILDREN (9 INFANTS, 9 TODDLERS, 12 TWOS, 24 PRESCHOOLERS)



# ECE CENTER TYPOLOGIES

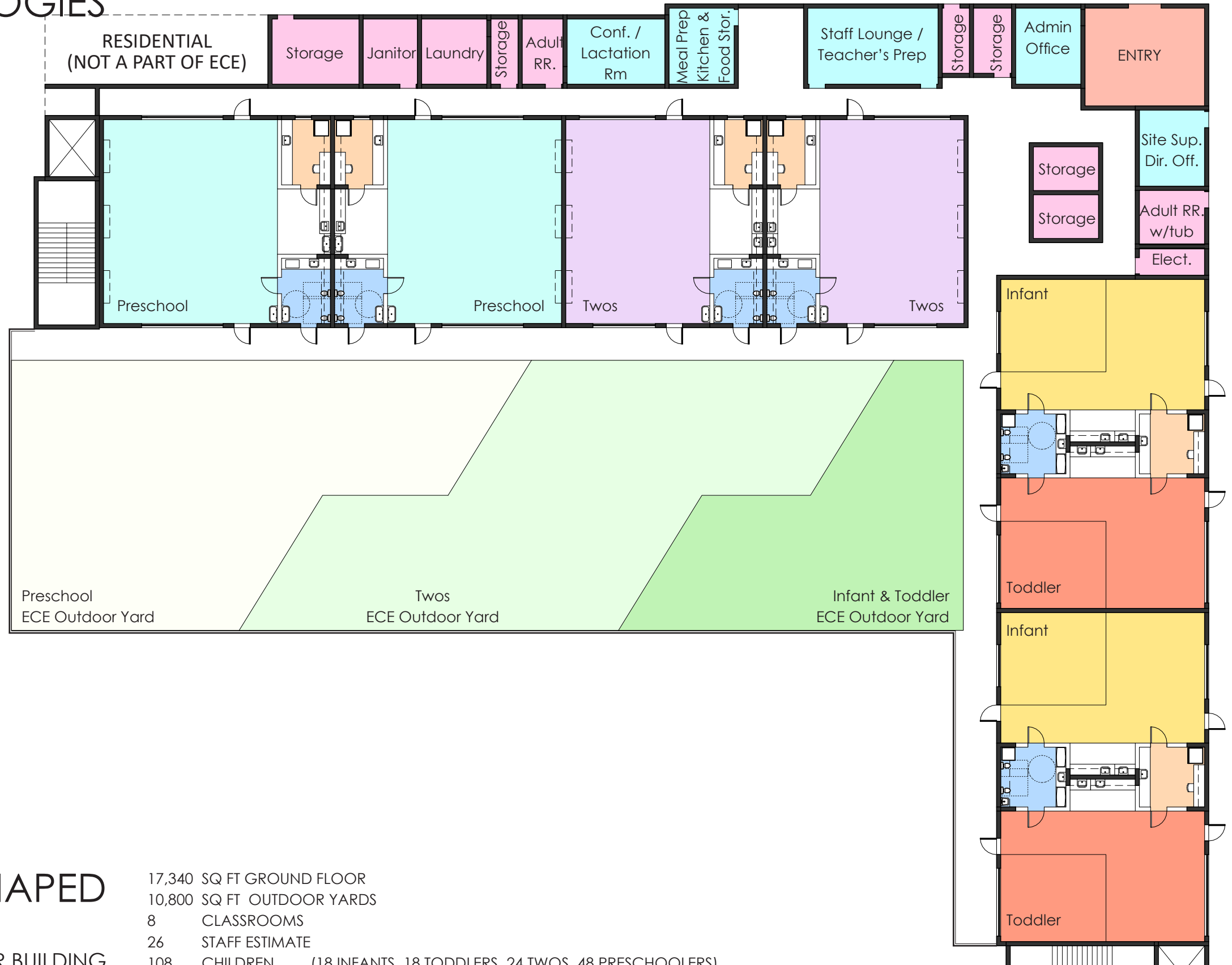


## LARGE L-SHAPED

DOUBLE-LOADED CORRIDOR BUILDING

18,090 SQ FT GROUND FLOOR  
 10,800 SQ FT OUTDOOR YARDS  
 8 CLASSROOMS  
 26 STAFF ESTIMATE  
 108 CHILDREN (18 INFANTS, 18 TODDLERS, 24 TWOS, 48 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES

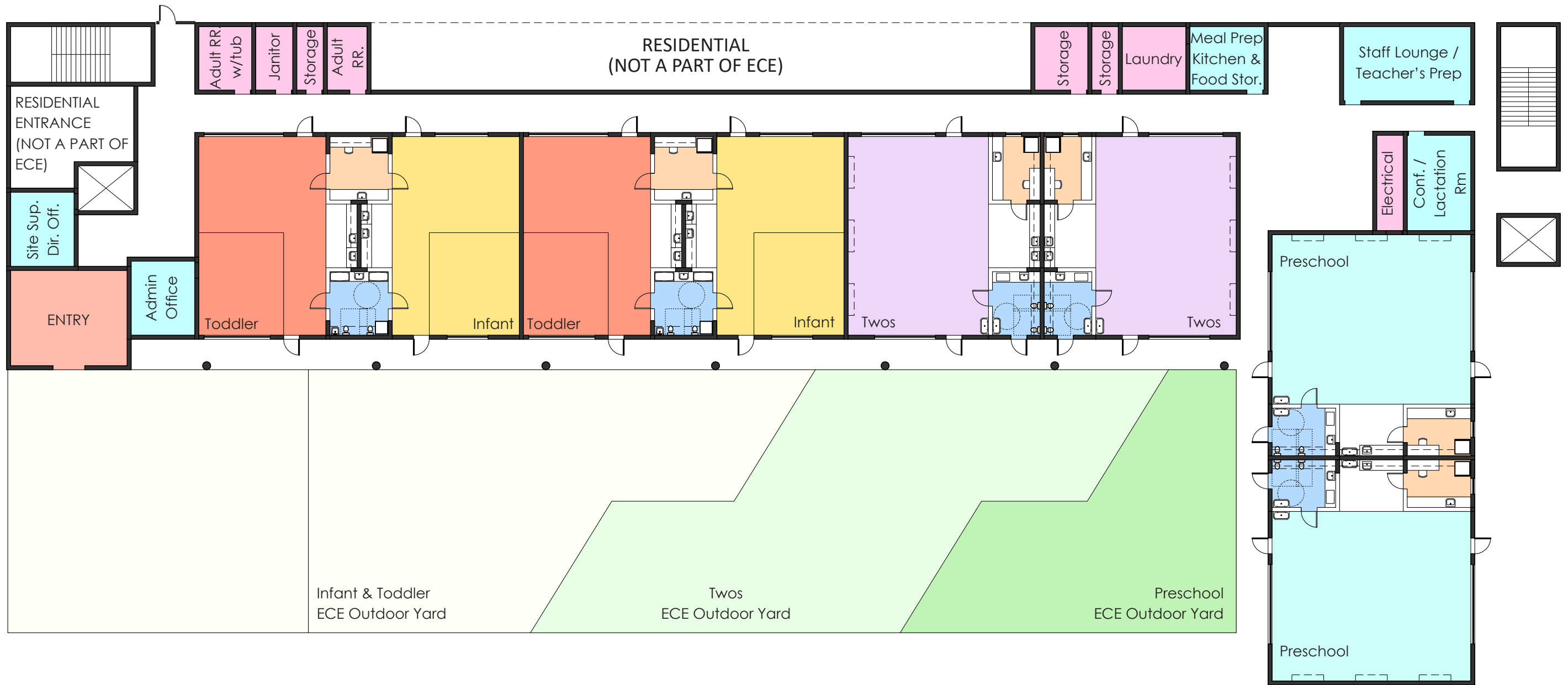


## LARGE L-SHAPED

DOUBLE-LOADED CORRIDOR BUILDING

17,340 SQ FT GROUND FLOOR  
 10,800 SQ FT OUTDOOR YARDS  
 8 CLASSROOMS  
 26 STAFF ESTIMATE  
 108 CHILDREN (18 INFANTS, 18 TODDLERS, 24 TWOS, 48 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES



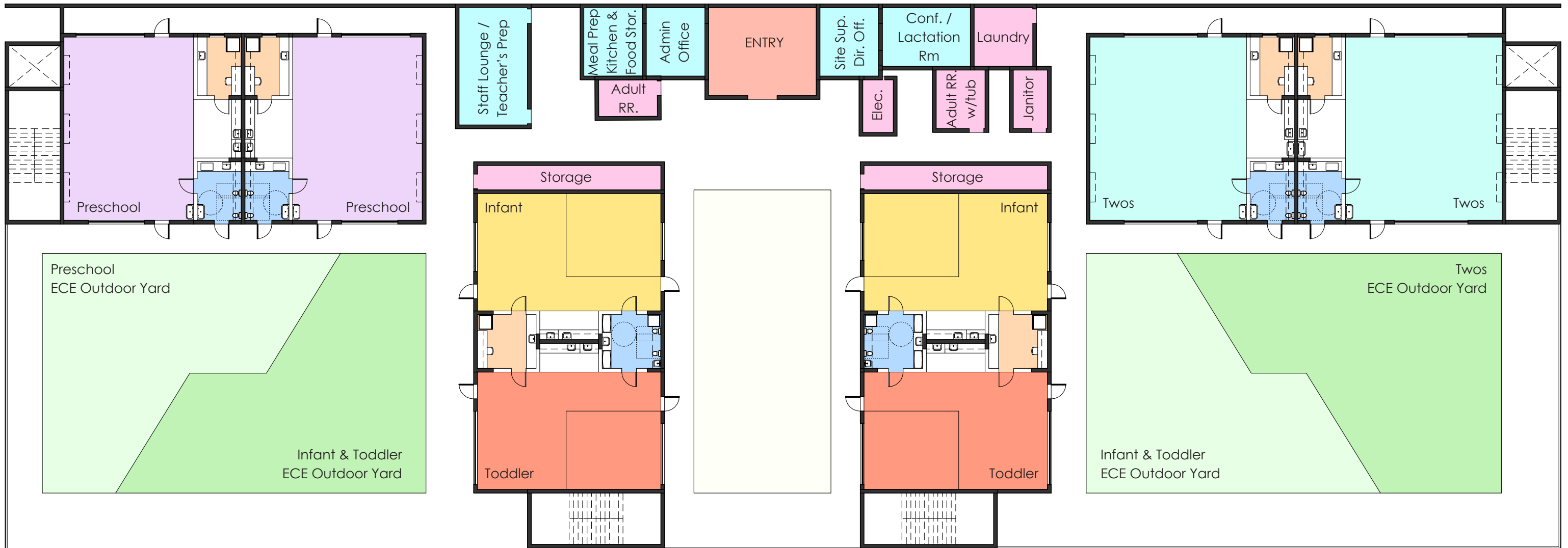
## LARGE L-SHAPED

DOUBLE-LOADED CORRIDOR BUILDING

18,850 SQ FT GROUND FLOOR  
 10,800 SQ FT OUTDOOR YARDS  
 8 CLASSROOMS  
 26 STAFF ESTIMATE  
 108 CHILDREN (18 INFANTS, 18 TODDLERS, 24 TWOS, 48 PRESCHOOLERS)



# ECE CENTER TYPOLOGIES

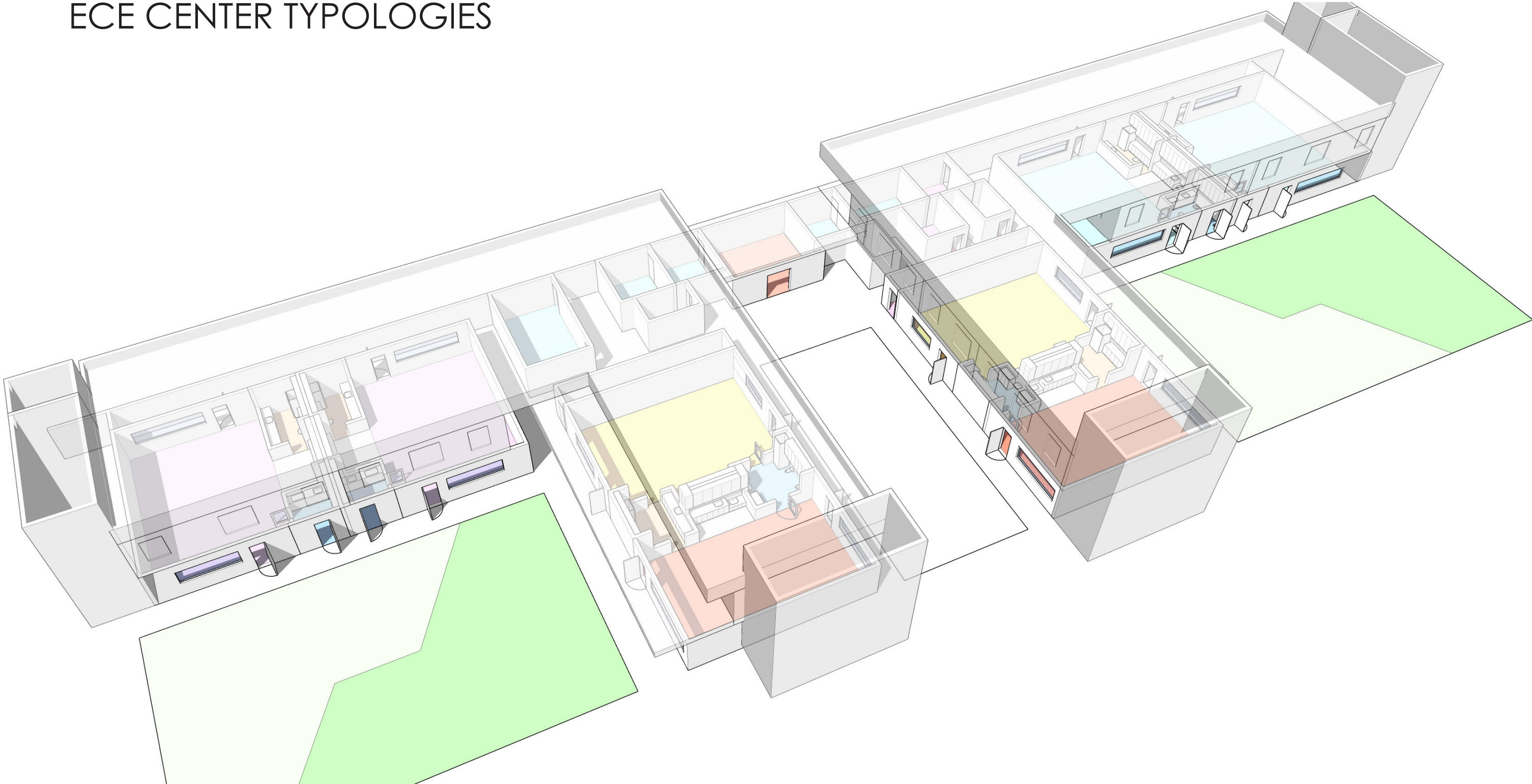


## LARGE T-SHAPED

SINGLE-LOADED CORRIDOR BUILDING

19,400 SQ FT GROUND FLOOR  
 10,800 SQ FT OUTDOOR YARDS  
 8 CLASSROOMS  
 26 STAFF ESTIMATE  
 108 CHILDREN (18 INFANTS, 18 TODDLERS, 24 TWOS, 48 PRESCHOOLERS)

# ECE CENTER TYPOLOGIES



**LARGE T-SHAPED**  
**PERSPECTIVE VIEW**  
 SINGLE-LOADED CORRIDOR BUILDING

19,400 SQ FT GROUND FLOOR  
 10,800 SQ FT OUTDOOR YARDS  
 8 CLASSROOMS  
 26 STAFF ESTIMATE  
 108 CHILDREN (18 INFANTS, 18 TODDLERS, 24 TWOS, 48 PRESCHOOLERS)



# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

- GARDEN STYLE SITES
- URBAN SITE




# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## GARDEN STYLE SITE 1

### Description:

- ECE is located within the residential development.
- Pedestrian and vehicular main residential entrances are from primary street.
- ECE drop-off and pick up is on side street, separate from the residential entrances.
- Outdoor areas are located to provide privacy from the larger residential development.

### LEGEND:

-  RESIDENTIAL ENTRY
-  RESIDENTIAL VEHICLE ENTRY
-  ECE DROP-OFF & PICK-UP

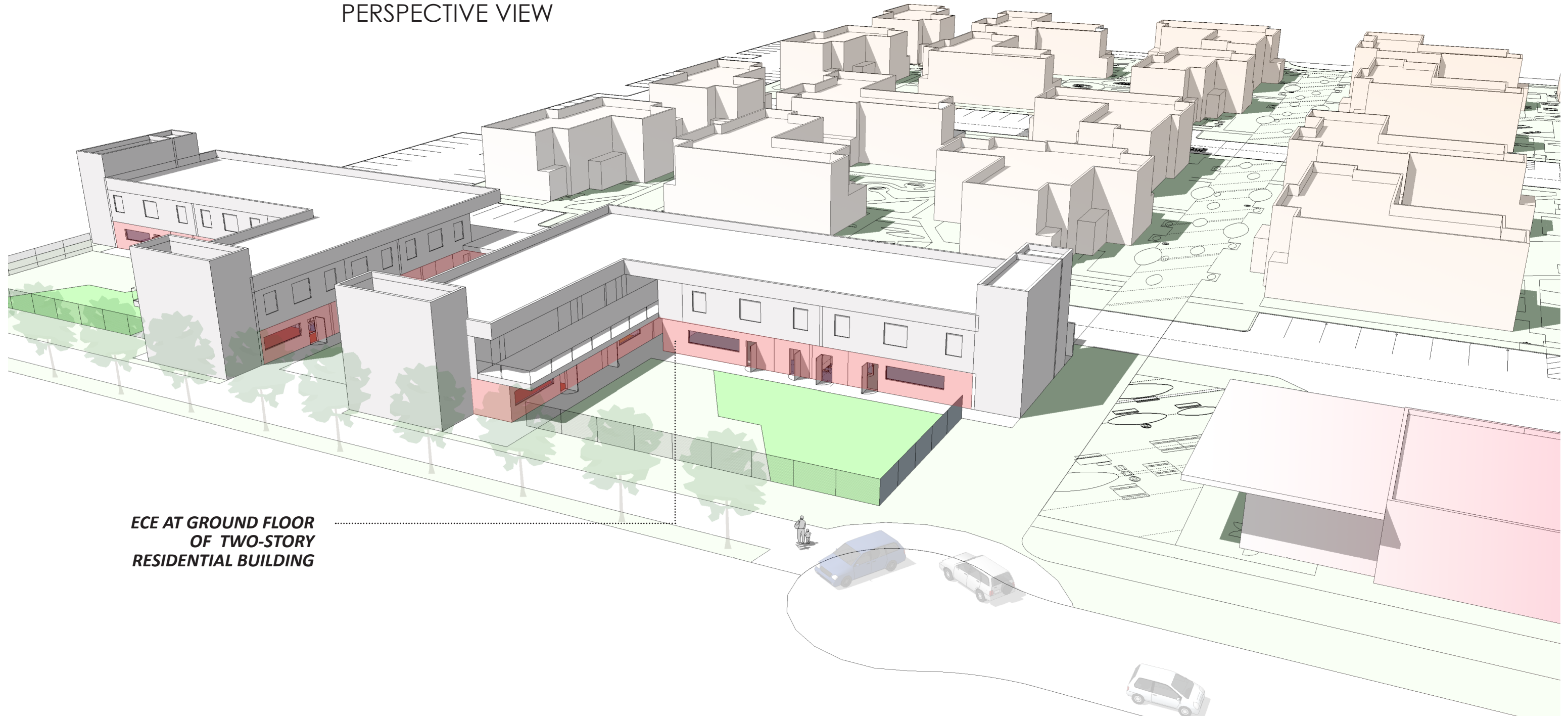
*ECE AT GROUND  
FLOOR OF TWO-STORY  
RESIDENTIAL BUILDING*





# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## GARDEN STYLE SITE 1 PERSPECTIVE VIEW



**ECE AT GROUND FLOOR  
OF TWO-STORY  
RESIDENTIAL BUILDING**




# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

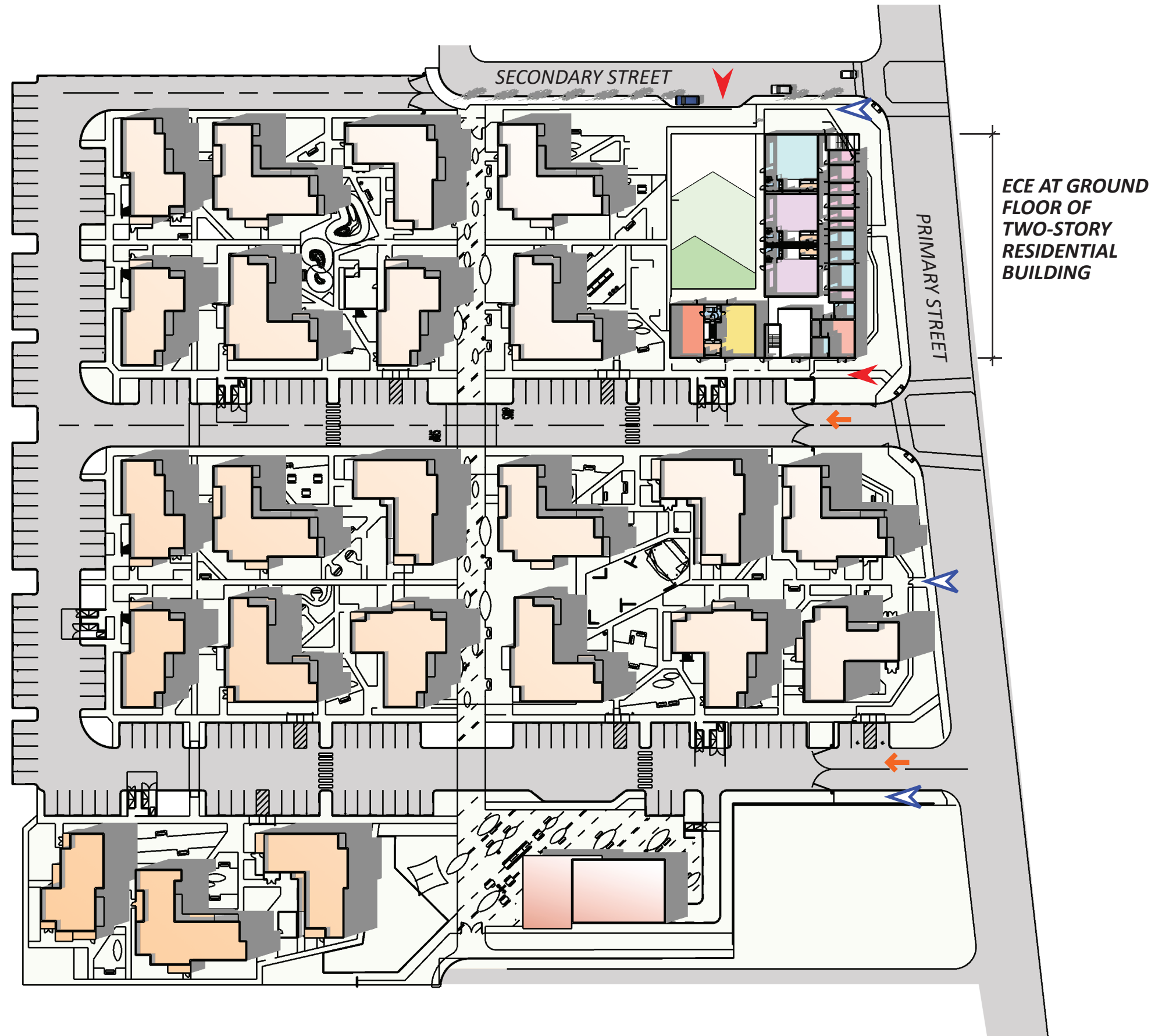
## GARDEN STYLE SITE 2

### DESCRIPTION:

- ECE is located within the residential development.
- Pedestrian and vehicular main residential entrances are accessed from the primary street.
- ECE drop-off and pick up is on side street, separate from the residential entrances.
- Outdoor areas are located to provide privacy from the larger residential development.

### LEGEND:

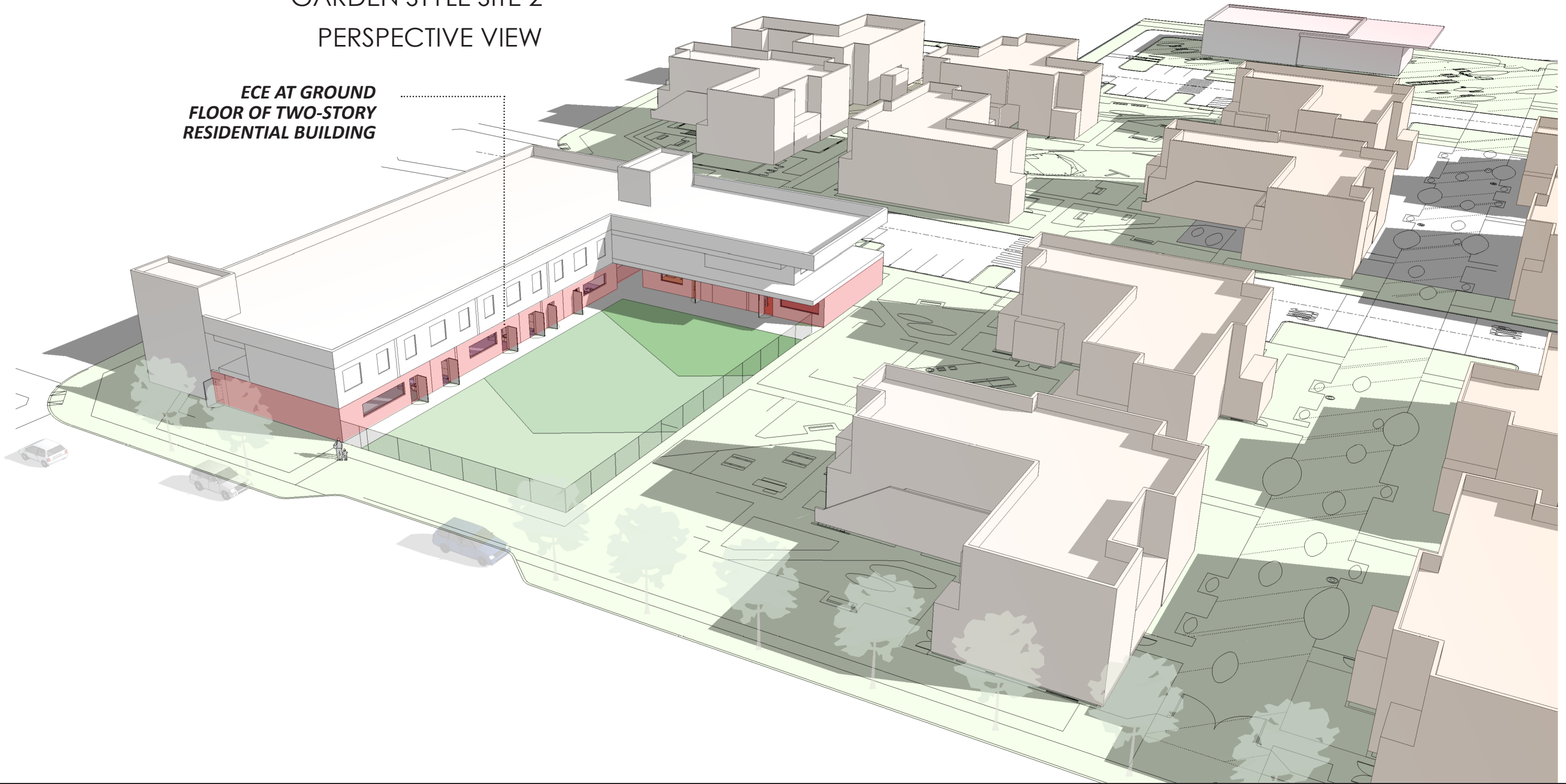
-  RESIDENTIAL ENTRY
-  RESIDENTIAL VEHICLE ENTRY
-  ECE DROP-OFF & PICK-UP



# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## GARDEN STYLE SITE 2 PERSPECTIVE VIEW

**ECE AT GROUND  
FLOOR OF TWO-STORY  
RESIDENTIAL BUILDING**








# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## GARDEN STYLE SITE 3

### DESCRIPTION:

- ECE is located within the residential development.
- Pedestrian and vehicular main residential entrances are accessed from the primary street.
- ECE drop-off and pick up is on side street, separate from the residential entrances.
- Outdoor areas are located to provide privacy from the larger residential development.

### LEGEND:

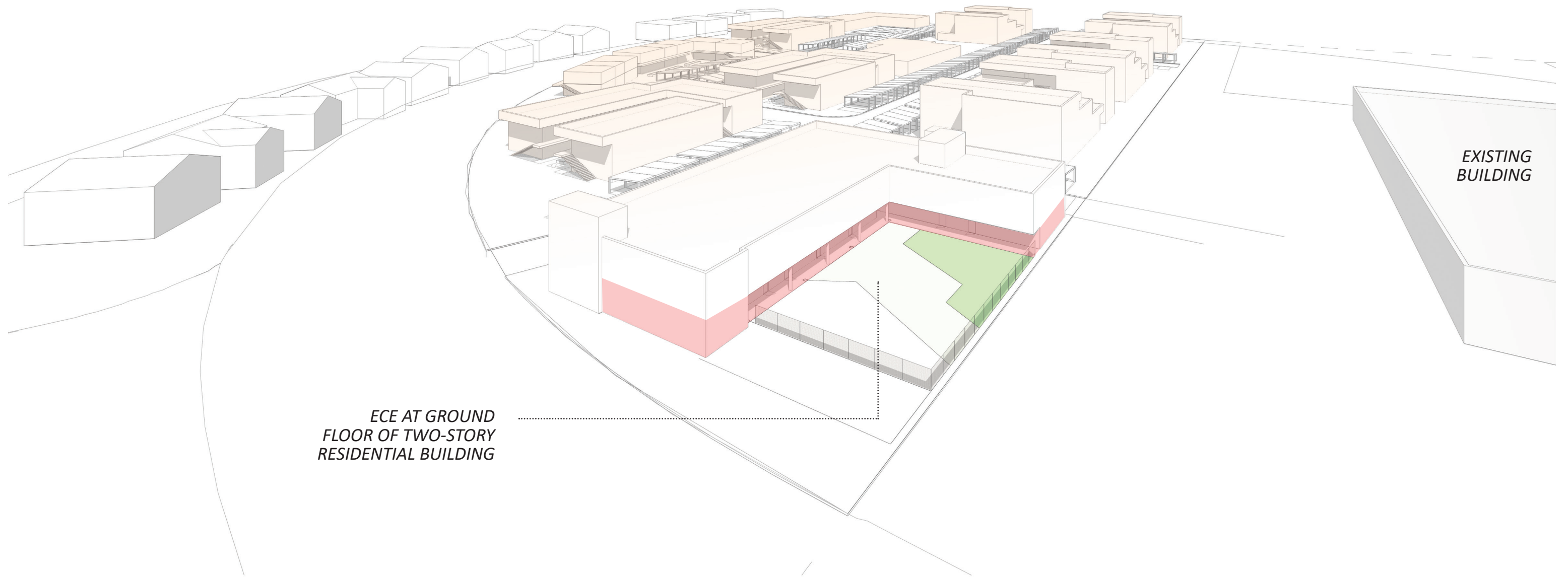
-  RESIDENTIAL ENTRY
-  RESIDENTIAL VEHICLE ENTRY
-  ECE DROP-OFF & PICK-UP





# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## GARDEN STYLE SITE 3 PERSPECTIVE VIEW








# ECE CENTER TYPOLOGIES WITHIN AFFORDABLE HOUSING DEVELOPMENTS

## URBAN SITE

### DESCRIPTION:

- ECE center located within the residential infill urban development.
- ECE center adjacent to primary street provides greater separation from interior of residential development.
- Pedestrian and vehicular main residential entrances are accessed from the primary street.
- ECE center drop-off and pick up can be either from secondary street or from primary street, separate from the residential entrances.
- Outdoor areas are located to provide privacy from the larger residential development.

### LEGEND:

-  RESIDENTIAL ENTRY
-  RESIDENTIAL VEHICLE ENTRY
-  ECE DROP-OFF & PICK-UP



## RESOURCES

- OUTLINE SPECIFICATIONS
- REFERENCES



# OUTLINE SPECIFICATIONS

## FLOORING

- Flooring undergoes daily cleaning and disinfecting. Use thick-backed luxury vinyl plank (LVP) for its water resistance, acoustic benefits, and fall mitigation properties. Brands such as COREtec, Mohawk, Shaw, or similar with low-VOC off-gassing are recommended.
- Carpeting is not recommended due to air quality, potential mold, and is inappropriate for daily cleaning and disinfecting.
- For classrooms and corridors, concrete is not recommended due to the potential for head injuries.

## HVAC

- Filters: Use the minimum MERV 13, MERV 14 recommended.
- Air Exchange Rate: set minimum of 6/hr, 8/hr recommended.
- Locate controls in each classroom & throughout the center. They are to be operated by staff.
- Locate in ceiling. Avoid a forced air units closets in the center. They take up valuable classroom space.
- Avoid air intakes on the lower part of classroom walls. The classroom activity areas are located along the perimeter, and children's furniture can often block low air intakes.

## DAYLIGHTING GLAZING

- For daylighting, maximize glazing throughout the center, especially in the classrooms, entry, offices, and staff lounge.
- Classroom exterior windows to the outdoors also provide children with social and language opportunities, and a connection to the outdoors.

- Provide interior windows/glazing into the hallway, allowing the classroom's daylight into the corridor, visually connect the classroom with the balance of the center, and provide an observation space into the classroom from the hall.

## WINDOW SILL HEIGHT

- Children 1 to 3 years old's height ranges from 27'-36" high
- 24" sill height is desirable.
- It is okay to have floor-to-ceiling windows with the appropriate window coverings.

## ACOUSTICS

- Insulate between classrooms and offices to prevent sound spillover.
- Wall height to the above concrete floor to prevent sound spillover.
- Consider either acoustic ceiling drywall or acoustic ceiling tiles.

## HALF WALLS - TEACHER SUPPORT AND CLASSROOM RESTROOMS

- Provides visual and auditory access to the classroom.
- At 42-44" high, the adults have visual and acoustic access to the classroom when seated in the teacher support area.
- A half wall cap of 8-10" wide, painted wood provides teachers additional space for materials.

## HALF DOORS

- 42-44" high to match to half-wall height.
- Privacy push button lock hardware.
- Contains large lite panel for visibility & safety, can see small children on the other side.

# OUTLINE SPECIFICATIONS

## CLASSROOM DOORS

- For the corridor entry, use a full-lite door and on one side and a full-length side-lite panel for maximum visibility.
- Exterior outdoor, use a full-lite door.
- When an Outdoor Classroom Curriculum is implemented, double, full-lite or NanaWall-type doors provide maximum flow between outdoor yards and indoor classrooms.

## EMERGENCY EXIT DOORS FOR NON-CORRIDOR BUILDINGS

- For emergency exiting, use a narrow visibility panel door for safety and security.
- Refer to Building Code for exit door visibility panel requirements.

## DOOR HINGE FINGER PROTECTION

- All doors to have FingerSafe or similar products.

## CHILD SINK INSTALLATION HEIGHTS FOR EACH AGE GROUP

- Infant & Toddler      18" high
- Twos                      21" high
- Preschool                24" high



# REFERENCES

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**ATTACHMENT F**

**“Forms: HUD 5369-B / HUD 5369-C / HUD 5370-C Section II / HUD 92010 (EEO)”**

**(behind this page)**

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder 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 bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] 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.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 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 Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing  
and Urban Development**  
Office of Housing  
Federal Housing Commissioner

**Department of Veterans Affairs**  
OMB Control No. 2502-0029  
(exp. 7/31/2009)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

**Provided,** That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **Excerpt from HUD Regulations**

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining 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 and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**ATTACHMENT G**

**“Section 3 Business Preference”**

(This optional Form, if used, should be placed under Tab No. 11 of the “hard copy” tabbed proposal submittal.)

**(behind this page)**



**ATTACHMENT D**

**HOUSING AUTHORITY OF THE COUNTY OF  
RIVERSIDE**

**SECTION 3**

**24 CFR PART 135**

**ECONOMIC OPPORTUNITIES FOR  
LOW-AND VERY LOW-INCOME PERSONS**

**CONTRACT REQUIREMENTS**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE  
 CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
 IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:       Corporation       Partnership       Sole Proprietorship       Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease       Other evidence       Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Effective 07/01/2014  
 Persons in Household

	1	2	3	4	5	6	7	8
	\$34,000	\$38,850	\$43,700	\$48,550	\$52,450	\$56,350	\$60,250	\$64,100

A new hire is qualified as a Section 3 resident if he/she resides in Riverside or San Bernardino County and his/her total family income is less than the family income shown above for his/her household size.

**Corporate Seal**

\_\_\_\_\_  
 Authorizing Name and Signature

\_\_\_\_\_  
 Notary

\_\_\_\_\_  
 Title

My term expires: \_\_\_\_\_

Signature

Date

Printed Name

## SECTION 3 BUSINESS PREFERENCE

### HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

#### I. Section 135.1 Purpose

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

#### Section 135.30 Numerical Goals for Meeting the Greatest Extent Feasible Requirement

##### A. GENERAL

- (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth in this Section for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (2) The goals established in this section apply to the entire amount of the Section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY) commencing with the first FY following the effective date of this rule - (October 1, 1994).
- (3) For Recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to Section 3 residents and Section 3 Business Concerns.
- (4) The numerical goals established in this Section represent minimum numerical goals.

##### B. TRAINING AND EMPLOYMENT

The numerical goals set forth in this Section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 residents, to the greatest extent feasible, should be made at all levels.

Recipients of Section 3 covered community development assistance, and their contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995 (October 1, 1994 to September 30, 1995),
- (ii) 20 percent of the aggregate number of the new hires for the one year period beginning in FY 1996 (October 1, 1995 to September 1996); and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter (October 1, 1996 and thereafter).

##### C. CONTRACTS

Numerical goals set forth in this Section apply to contracts awarded in connection with all Section 3 covered project and Section 3 covered activities. Each recipient and contractor and subcontractor may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10 percent to of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

**D. SAFE HARBOR AND COMPLIANCE DETERMINATIONS**

- (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the Section 3 preference requirements.
- (2) In evaluating compliance, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in Sec. 135.40, which were provided in its efforts to comply with Section 3 and the requirement of this part.

**III. SECTION 135.34 Preference for Section 3 Residents in Training and Employment Opportunities.**

A. Order of providing preference. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in this section.

- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
  - (i) Section 3 residents residing in the Riverside or San Bernardino County (collectively, referred to as category 1 residents); and
  - (ii) Participants in HUD Youth build programs (category 2 residents).
  - (iii) Where the Section 3 project is assisted under the Stewart B. McKinney NSP3less Assistance Act (42 U.S.C. 11301 et seq.), NSP3less persons residing in the Riverside or San Bernardino County shall be given the highest priority;

B. Eligibility for Preference: A Section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Sec. 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

C. Eligibility for employment: Nothing in this part shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

**IV SECTION 135.36 Preference for Section 3 Business Concerns in Contracting Opportunities.**

- A. Order of Providing Preference: Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in this section.
- (1) Housing and community development programs. In housing and community development programs, priority consideration shall be given, where feasible, to:
- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the Riverside or San Bernardino County (category 1 businesses); and
- (ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- (iii) Other Section 3 business concerns.
- B. Eligibility for Preference: A Business Concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested, that the Business Concern is a Section 3 Business Concern as defined in Section 135.5.
- C. Ability to Complete Contract: A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36 (b) (8)). This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

**SECTION 135.38 Section 3 Clause.**

*All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):*

- A. *The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining 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 and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 35 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Furthermore, the contractor shall, to the maximum extent feasible, fill any vacant and/or training positions with persons who reside in the vicinity, defined as the Target Area the HACR is contracted for, or contract and/or subcontract with small businesses that are owned and operated by persons residing in the vicinity of such Target Area.*
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (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 Enterprise. 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).*

## **VI. SECTION 135.40 Providing Other Economic Opportunities**

- A. General. In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.*
- B. Other training and employment related opportunities. Other economic opportunities to train and employ Section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring Section 3*

residents in management and maintenance positions within other housing developments; and hiring Section 3 residents in part-time positions.

C. Other business related economic opportunities:

- (1) A recipient or contractor may provide economic opportunities to establish stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 Joint Ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from Public Housing Agency resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-Section 3 businesses to utilize such methods to provide other economics opportunities to low-income persons.
- (2) A Section 3 Joint Venture means an association of Business Concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the Business Concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:
  - (i) Is responsible for clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
  - (ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

VII. **SECTION 135.5 Definitions.**

As used in this part:

**Applicant** means any entity which makes an application for Section 3 covered assistance and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

**Assistant Secretary** means the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business Concern** means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contract.** See the definition of "Section 3 covered contract" in this section.

**Contractor** means any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Department or HUD** means the Department of Housing and Urban Development, including its Field Offices to which authority has been delegated to perform functions under this part.

**Employment opportunities generated by Section 3 covered assistance** means (with respect to Section 3 covered housing and community development assistance), this term means all employment opportunities arising in connection with Section 3 covered projects (as described in



Section 135.3(a) (2)), including management and administrative jobs connected with the Section 3 covered project. Management and administrative jobs, include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Housing and community development assistance** means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

**Housing development** means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

**HUD Youth build Programs** means programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for NSP3less individuals and members of low and very low-income families.

**Local Hiring Requirement** means pursuant to the NSP 3 regulations, and to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, defined as the Target Area the HACR is contracted for, or contract with small businesses that are owned and operated by persons residing in the vicinity of such Target Area. County has adopted the Section 3 applicability of thresholds for community development assistance at 24 CFR 135.3(a)(3)(ii). HACR shall establish a Local Hiring Schedule that establishes the hiring process, workforce needs, and approximate timetable to be followed by the HACR and subcontractors for construction hiring to achieve the overall requirements of the local hiring requirement. The Local Hiring Schedule shall include an estimate of: number of workers including hourly pay rate or work hours required per month, per day, per trade, and total for the project. Prior to commencing work, a Letter of Assent must be signed by HACR. The Letter of Assent shall state that all parties doing construction work on Project have read, understand, and accept the terms of the Local Hiring Requirement, and are aware that they are bound to fulfilling the requirements. HACR shall provide to the County of all efforts made to adhere to this requirement. HACR shall provide a Local Hiring Plan to address elements of the Local Hiring Schedule and explain how the HACR has performed outreach and met this requirement to the maximum extent feasible. The Local Hiring Plan shall include numerical goals committed to local hiring which shall be consistent with Section 3 applicability of thresholds for community development assistance at 24 CFR 135.3(a)(3)(ii).

**Low income person.** See the definition of "Section 3 Resident" in this section.

**New hires** mean full-time employees for permanent, temporary, or seasonal employment opportunities.

**Public Housing resident** has the meaning given this term in 24 CFR Part 963.

**Recipient** means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit or local government, PHA, Indian Housing Authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, owner, PARTICIPANT, developer, limited dividend sponsor, builder, property manager, community development organization, resident

management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Secretary** means the Secretary of Housing and Urban Development.

**Section 3** means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

**Section 3 Business Concern** means a business concern, as defined in this Section:

- (1) That is 51 percent or more owned by Section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in Sections (1) or (2) in this definition of "Section 3 Business Concern"

**Section 3 Clause** means the contract provisions set forth in Sec. 135.38.

**Section 3 covered activity** means any activity which is funded by Section 3 covered assistance public and Indian housing assistance.

**Section 3 covered assistance** means:

- (1) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
  - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement):
  - (ii) Housing construction; or
  - (iii) Other public construction project (which includes other buildings or improvements regardless of ownership).

**Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

**Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 resident** means:

- (1) A public housing resident; or
- (2) An individual who resides in the San Bernardino or Riverside County, and who is:

- (i) A low income person, is defined as families whose incomes do not exceed 80 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
- (ii) A very low income person, is defined as families whose incomes do not exceed 50 percent of the median income for the Riverside and San Bernardino Counties, as determined by the Secretary, with adjustments for smaller and larger families.
- (iii) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

**Subcontractor** means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very low income person.** See the definition of "Section 3 resident" in this section.

## **PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The HACR has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### **Priority I**

#### **Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### **Priority II**

#### **Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

**Priority III**

**Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

**Priority IV**

**Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

**Priority V**

**Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

**Priority VI**

**Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

**Priority VII**

**Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

**Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit