



# REQUEST FOR PROPOSALS

(SOLICITATION NO. 3728)

for

## Seattle Housing Authority's Audit Services for A-133 and Comprehensive Annual Financial Report (CAFR)

### TABLE OF CONTENTS

REQUEST FOR PROPOSALS .....	1
A. INTRODUCTION .....	2
B. SCOPE OF WORK.....	3
C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL .....	4
D. CONSULTANT EVALUATION CRITERIA.....	5
E. SUBMISSION REQUIREMENTS .....	6
F. SELECTION PROCESS .....	7
G. CONTRACT NEGOTIATIONS.....	8
H. ADMINISTRATIVE INFORMATION.....	8

#### Attachments:

Section 3 Resident Employment Form  
Section 3 Business Certification Form

RFP Issued on:	Proposals Due:
Wednesday, May 23, 2007	12:00 Noon, Tuesday, June 19, 2007

# REQUEST FOR PROPOSALS

## Seattle Housing Authority's Audit Services for A-133 and Comprehensive Annual Financial Report (CAFR)

The Seattle Housing Authority (SHA) is seeking proposals from qualified audit firms to assist SHA in providing audit services for an A-133 and a Comprehensive Annual Financial Report (CAFR) audit of the Seattle Housing Authority. The selected Audit Firm will be expected to conduct the annual single and CAFR audit of SHA and to issue an opinion on SHA's general-purpose financial statements and compliance with federal laws and regulations.

The audit must be performed in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and other applicable industry audit guides.

**Obtaining the RFP:** Visit our website at [www.seattlehousing.org/Business/bus00.htm](http://www.seattlehousing.org/Business/bus00.htm) to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may call Pam Montgomery, Senior Contract Administrator at (206) 615-3378.

**Questions:** Any questions or requests for further information must be submitted in writing no later than 12:00 Noon, on Tuesday, June 5, 2007 to the Contract Administrator noted above by fax at (206) 615-3410, by e-mail at [pamm@seattlehousing.org](mailto:pamm@seattlehousing.org), or by mail at the address below.

**Submission Deadline:** Sealed proposals (one original and 4 copies), must be received not later than 12:00 Noon on Tuesday, June 19, 2007 at SHA's street address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority  
Purchasing Division  
Attention: Pam Montgomery, Senior Contract Administrator  
120 Sixth Avenue North  
P.O. Box 19028  
Seattle, Washington 98109-1028

**Diversity:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

**Rights Reserved:** SHA reserves the right to waive as an informality any irregularities in submittals, and/or to reject any and all proposals.

LIZ ALZEER, Contracting and Procurement Manager

# Seattle Housing Authority

## Request for Proposals (Solicitation No. 3728)

### Seattle Housing Authority's Audit Services for A-133 and Comprehensive Annual Financial Report (CAFR)

#### **A. INTRODUCTION**

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified Audit Firm to assist SHA in providing audit services for an A-133 and a Comprehensive Annual Financial Report (CAFR) audit of the Seattle Housing Authority. The selected Audit Firm will be expected to conduct the annual single and CAFR audit of SHA and to issue an opinion on SHA's general-purpose financial statements and compliance with federal laws and regulations.

The audit must be performed in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and other applicable industry audit guides.

- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 24,000 low-income people in Seattle. SHA owns and operates approximately 5,400 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low- and mixed-income units developed and acquired primarily through the use of debt financing. Approximately 8,400 of the residents are children.

SHA houses nearly 9,000 residents in housing it owns and operates and about 14,600 residents through its HUD-subsidized Housing Choice Voucher Program (also known as Section 8), which makes it possible for residents with low incomes to live anywhere in the city.

SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of New Holly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor and confirmed by the City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction. SHA has approximately 585 employees and a total budget of \$301 million for Fiscal Year 2007.

## **B. SCOPE OF WORK**

### **Background**

The Seattle Housing Authority is a “High Performer Housing Authority,” as designated by the Department of Housing and Urban Development (HUD). As such, SHA has been selected to participate in HUD’s demonstration Moving To Work program. SHA has consistently received clean audit opinions.

KPMG LLP performed the audits for the years ending September 30, 1994 through September 30, 2006. Firms responding to this RFP will have access to the prior working papers and audit reports.

As a political subdivision of the State of Washington, SHA is audited annually for “Accountability” by the Office of the State Auditor. SHA-affiliated limited partnerships are also audited separately by independent accountants on an annual basis.

SHA has experienced significant growth over the past 12 years, adding approximately 11 component units (limited partnerships [LPs]), a number of subsidiaries, and affiliated entities (new market tax-credits programs).

In 2007, SHA will be converting from fiscal- to calendar-year reporting and expects to issue one report to capture the 15-month period between October 1, 2006, through December 31, 2007.

### **Scope of Work**

The Seattle Housing Authority is seeking a qualified Audit Firm to assist SHA in providing audit services for an A-133 and a Comprehensive Annual Financial Report (CAFR) audit of the Seattle Housing Authority. The selected Audit Firm will be expected to conduct the annual single and CAFR audit of SHA and to issue an opinion on SHA’s general-purpose financial statements and compliance with federal laws and regulations.

The audit must be performed in accordance with generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and other applicable industry audit guides.

The selected Audit Firm shall be asked to perform the following tasks, and other related services as needed:

1. Issue the following reports:
  - a). Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting in Accordance with Government Auditing Standards.
  - b). Independent Auditor’s Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133.
  - c). Independent Auditor’s Report on Financial Statements.

- d). Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR)
  - e). Final report shall be issued in a hard copy, plus in pdf. format.
2. The firm must attest to financial statements and data electronically submitted to HUD. These include capital project cost certificates required by HUD in its various grant programs.
    - SHA staff will prepare, with assistance from the selected Audit Firm, the Financial Statements, CAFR, and other supplementary information.
  3. Conduct all aspects of an audit, including, but not limited to the following:
    - a). Prepare audit plan
    - b). Conduct entrance conference
    - c). Conduct regular progress meetings and conferences with representatives from SHA
    - d). Prepare management letter comments, as appropriate
    - e). Conduct exit conference
    - f). Share work papers with the State Auditor's Office to facilitate the State Auditor's completion of the accountability audit
    - g). Provide guidance to SHA on the report presentation to capture the 15-month audit period between October 1, 2006 and December 31, 2007 as SHA converts from fiscal- to calendar-year reporting.
  4. Be available to SHA for:
    - a). Advisement
    - b). Tax law updates.
  5. Ability to work with independence: Staff, including any subcontractors, performing work under the contract resulting from this RFP, must be free from personal and external impairments to independence.

The selected Audit Firm will report to the Audit Committee of the Board of Commissioners of the Seattle Housing Authority, through the Chief Financial Officer, or designee. The audit will begin following mutual agreement on an audit plan. Work progress will be evaluated at weekly progress meetings between SHA and the selected audit team.

### **C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL**

To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information. Please refer to the section of this RFP on Submission Requirements for information on Required Number of Copies. Proposals should be limited to a total of **10** pages (resumes, Section 3 Business Certification, and Section 3 Resident Employment Plan, and other required attachments are not included in the page limitation). Proposers are responsible for checking SHA's website at [www.seattlehousing.org/Business/bus00.htm](http://www.seattlehousing.org/Business/bus00.htm) prior to submission of a proposal to review and download any addenda issued.

1. Experience and quality of staff to be assigned to perform the work, including any subcontractors. Please provide the following:
  - a). Names, resumes and responsibilities for the proposed key members of the audit team, including subcontractors. (Note: SHA reserves the right to approve staff changes.)
  - b). A statement of the experience and quality of work of the proposed key audit team members. In your statement, please relate their experience and quality to items 1 through 5 of Section B. Scope of Work above. Please include in your statement of staff the experience and quality of any subcontractors that you may be proposing for the team.
2. Experience of your firm and key members of the proposed audit team, including any subcontractors that you are proposing, with performing A-133 audits and audits of Comprehensive Annual Financial Reports as described in Section B. 1. Scope of Work, above. Include agency names and dates of the work performed.
3. Previous experience of your firm and of key members of the proposed audit team, including any subcontractors that you are proposing:
  - a). Experience with the audit of housing authorities and/or governmental entities.
  - b). Experience working with and knowledge about the accounting principles and practices of housing authorities and/or governmental entities.
  - c.) Experience working with the regulatory and compliance requirements applicable to HUD programs and housing-authority operations.
  - d). Experience with auditing component-unit financial reports for Low-Income Housing Tax-Credit partnerships.
4. Proposed all-inclusive annual fee to perform the Scope of Work above. Include fee for your firm and for any subcontractors that you are proposing.

**References:** Please provide three (3) references and contact information for each one, for whom your audit firm has provided, in the past three (3) years, services that are comparable to those requested in Items 2 and 3 of Section B. Scope of Work above.

## **D. CONSULTANT EVALUATION CRITERIA**

Audit Firms' submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to SHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document. Because multiple areas of expertise are required for successfully performing this project, the Audit Firm, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate quantities of experienced personnel in all of the areas described.

Audit Firms are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal. In submitting a proposal, the Audit Firm agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a point system of relative importance with an aggregate total of one hundred twenty points will be utilized to evaluate the qualifications of each proposer:

<b>Evaluation Criteria</b>		<b>Weighting (Max. Points)</b>
1	Experience and quality of staff to be assigned to perform the work, including any subcontractors. Please provide the following: a). Names, resumes and responsibilities for the proposed key members of the audit team, including subcontractors. (Note: SHA reserves the right to approve staff changes.) b). A statement of the experience and quality of work of the proposed key audit team members. In your statement, please relate their experience and quality to items 1 through 5 of Section B. Scope of Work above. Please include in your statement of staff the experience and quality of any subcontractors that you may be proposing for the team.	20
2	Experience of your firm and key members of the proposed audit team, including any subcontractors that you are proposing, with performing A-133 audits and audits of Comprehensive Annual Financial Reports as described in Section B. 1. Scope of Work above. Include agency names and dates of the work performed.	25
3	Previous experience of your firm and of key members of the proposed audit team, including any subcontractors that you are proposing: a). Experience with the audit of housing authorities and/or governmental entities. b). Experience working with and knowledge about the accounting principles and practices of housing authorities and/or governmental entities. c.) Experience working with the regulatory and compliance requirements applicable to HUD programs and housing-authority operations. d). Experience with auditing component-unit financial reports for Low-Income Housing Tax-Credit partnerships.	35
4	Proposed all-inclusive annual fee to perform the Scope of Work above. Include fee for your firm and for any subcontractors that you are proposing.	20
5	A business certified by SHA as a "Section 3" business will receive the points indicated.	20
<b>Maximum Total Points</b>		<b>120</b>

## **E. SUBMISSION REQUIREMENTS**

- 1) **Due Date For Questions:** Technical questions regarding substantive matters related to this RFP or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFP.
- 2) **Due Date and Place For Submission of Proposals:** Proposals must be received by the Seattle Housing Authority by the deadline and at the place indicated on page 1 of this RFP.

The deadline is firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.

All Proposals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed or e-mailed Proposal is not acceptable.*

Upon receipt of each Proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an acknowledgment of receipt. All Proposals received will become the property of the Seattle Housing Authority and will not be returned to the proposer.

3) **Required Number of Copies:** Proposers responding to this RFP shall submit one original proposal along with the required number of copies of the proposal (see page 1 of this RFP) to the address also indicated on page 1 of this RFP. The original of each of the forms indicated below must also be completed and submitted with the original proposal only. Do not send these forms with the proposal copies.

- Section 3, Business Certification Form
- Section 3, Resident Employment Plan

4) **Addenda:** In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at [www.seattlehousing.org/Business/bus00.htm](http://www.seattlehousing.org/Business/bus00.htm). It is the responsibility of proposers to check this website prior to submission of a proposal to review and download any addenda issued. If you are unable to download the addenda, you may call the Contract Administrator listed on page 1 of this RFP to have a copy of the addenda mailed or e-mailed to you.

5) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. SHA will generally not disclose the status of negotiations until SHA's Executive Director has approved the award of a contract for services.

## **F. SELECTION PROCESS**

An evaluation panel will rate all responses to this RFP that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1. Make a recommendation to SHA's Executive Director and request authority to negotiate a Contract with one or more proposers; or
2. (a) Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or  
(b) Invite one or more proposers whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then

- (c) Make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After proposals are evaluated, for the proposer with the highest-scoring proposal;
2. In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the proposer has performed work for SHA, even if the proposer did not identify SHA as a reference.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: <http://www.seattlehousing.org/business/info/Policies/CurrentAdoptedProcurementPolicies.doc>

## **G. CONTRACT NEGOTIATIONS**

SHA shall negotiate with the most qualified proposer, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a contract is executed.

SHA expects to execute a Contract for services for one year. At SHA's option, a Change Order may be executed extending the Contract for up to four additional one-year periods, along with appropriate adjustments in the scope of work and compensation.

## **H. ADMINISTRATIVE INFORMATION**

- 1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.
- 2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer is required to submit

with their Proposal a Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this RFP, and a Section 3 Business Certification form.

A. Selection Preference for Section 3 Businesses: If the Proposer is a Section 3 business, and so indicates on the Section 3 Business Certification form required with the Proposal, and the Section 3 evaluation criterion points assigned to the Proposer result in the Proposer being the highest ranked Proposer, SHA will conduct an investigation to certify whether the business is a qualified Section 3 business. In submitting its Proposal, the Proposer agrees to provide any information required by SHA to determine whether the business qualifies as a Section 3 business. A business may qualify as a Section 3 business by meeting one of the following criteria:

1. At least 51% of the business is owned by Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
2. 30% or more of a business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
3. The business makes a commitment to subcontract with Section 3 businesses for more than 25% of the dollar amount of all subcontracts to be awarded by the business. Prior to selection, such businesses must submit a plan and the necessary support documents describing how the subcontracting commitment will be met. SHA will evaluate the plan and documents submitted and determine whether it is likely the Proposer will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The Proposer's failure to fulfill the Section 3 subcontracting commitment shall be a material breach of contract which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Proposer's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Proposer ineligible to compete for, or participate in, any SHA contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

B. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.

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

low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. 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.
3. 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 contractors 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.
4. 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 in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. 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 contractors obligations under 24 CFR part 135.
6. 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.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. If the Audit Firm is a Section 3 business and was selected by SHA based on evaluation points assigned under the Section 3 business preference requirements of the RFP for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Audit Firm agrees to meet the Section 3 subcontracting commitment. Failure of the Audit Firm to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Audit Firm's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Audit Firm ineligible to compete for, or participate in, any SHA contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.
- 3) **Basic Eligibility:** The successful proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
- 4) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and will pay reimbursable expenses to the Audit Firm only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the Audit Firm, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected proposer who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

9) **Contract Requirements:** Proposers may review SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site: <http://www.seattlehousing.org/business/info/Klanguage/KLanguage.html>.

10) **Insurance:** The following are the insurance requirements that will be included in the contract executed based on this RFP:

**A. General Requirements:**

1. Prior to undertaking any work under this Contract, the Audit Firm shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Audit Firm, its agents, representatives, employees and/or subcontractors.
2. The Audit Firm's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Audit Firm's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Audit Firm's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Audit Firm to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

**B. Required Insurance Coverage:** The following are the types and amounts of insurance coverage that must be maintained by the Audit Firm during the term of this Contract. The Audit Firm must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. **Commercial General Liability Insurance.** A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:
  - \$1,000,000 each occurrence, and
  - \$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Audit Firm's contact with minor children, the Audit Firm shall

provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by SHA's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

- \$1,000,000 each accident

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

- \$1,000,000 combined single limit coverage

4. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Audit Firm's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the Contract, with the following minimum coverage:

- \$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on a claims made form, the Audit Firm warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Audit Firm is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by SHA.

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Audit Firm shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Audit Firm is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Audit Firm shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Audit Firm. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

**D. Proof of Insurance and Insurance Expiration:**

1. The Audit Firm shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Audit Firm shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Audit Firm's coverage of subcontractors under the Audit Firm's policies is not excluded by any policy provision or endorsement. Alternatively, the Audit Firm shall:
  - a.) Obtain from each subcontractor not insured under the Audit Firm's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
  - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
3. The Audit Firm's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Audit Firm shall not permit any required insurance coverage to expire during the term of this Contract.
4. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

**E. Carrier Review and Approval Authority:** Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of SHA's Risk Manager.

# Seattle Housing Authority

## Section 3 Business Certification

**Section 3 Business Criteria:** Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

**Section 3 Person Criteria:** A Section 3 qualified person must:

- A. Live in the City of Seattle.
- B. Earn no more than the following amounts :

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$41,700	\$47,700	\$53,650	\$59,600	\$64,350	\$69,150	\$73,900	\$78,650

**Section 3 Statement:** Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.
- My business has been certified as a Section 3 Business by:  
 (name of agency) \_\_\_\_\_ (date of certification) \_\_\_\_\_

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

**Note:** If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

If you have any questions about this form, please call  
 Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.

# Seattle Housing Authority

## Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of SHA communities and other low income residents of Seattle. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. HUD has established an annual goal of 10% of all new hires by SHA Contractors. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of Seattle. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Contractor may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting SHA residents for the available positions.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		Telephone Number:

1. How many new positions do you expect this contract will require you to create?  
\_\_\_\_\_
  
2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.  
\_\_\_\_\_  
\_\_\_\_\_
  
3. What minimum skills will be required for each position?  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.  
\_\_\_\_\_  
\_\_\_\_\_
  
5. How will you advertise these positions to SHA residents?  
\_\_\_\_\_  
\_\_\_\_\_

If you have any questions about this form, please call  
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.