



REQUEST FOR QUALIFICATIONS

(SOLICITATION NO. 3812)

for

Urban Planning/Architectural and Related Services for Yesler Terrace Redevelopment Plan

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RFQ Issued on:	Submittals Due:
Monday, February 4, 2008	4:00 p.m., Friday, March 7, 2008

REQUEST FOR QUALIFICATIONS
Urban Planning/Architectural and Related Services
for Yesler Terrace Redevelopment Plan

The Seattle Housing Authority (SHA) is seeking submittals from qualified consultants to assist with the redevelopment of Yesler Terrace. SHA plans to redevelop Yesler Terrace to create an economically and socially diverse, healthy and vibrant mixed-income urban neighborhood that includes a wide range of land uses and densities. The plan will also propose improving connections with adjoining neighborhoods such as Little Saigon, Downtown, First Hill and Squire Park.

SHA is seeking the services of a qualified, innovative consultant or consultant team (hereinafter Consultant) with outstanding abilities in the areas of urban planning, architecture, citizen involvement/participation and healthy, sustainable community design to create the Yesler Terrace Redevelopment Plan. Submittals by a consortium or by multiple firms submitting as partners or joint ventures will be considered provided that such submittal is accompanied by a copy of a letter of intent between all the parties who comprise the consortium, partnership or joint venture and identifies one member of the consortium, partnership or joint venture as the lead Consultant for the purposes of this RFQ/project.

This Request for Qualifications (RFQ) details Phase I of a three-phase process. SHA reserves the right to assign work to the selected Consultant for subsequent phases, including but not limited to Phase II – Refinement of the Preferred Alternative and Regulatory Review, and Phase III – Infrastructure Design and Construction Oversight. If SHA determines to proceed with the project, and to continue with the selected Consultant, the additional work will be authorized by a Contract Change Order.

In Phase I the Consultant shall:

- Create a series of potential development alternatives for Yesler Terrace with extensive input from the community;
- Build upon the Yesler Terrace Definitions and Guiding Principles and Planning Concepts adopted by the SHA Board of Commissioners in 2007; and
- Be responsible for managing all partnering firms and sub-consultants. Sub-consultants may include any or all of the following services: urban planning and design, architecture, site/civil/structural engineering, landscape architecture, etc.

PRE-SUBMISSION CONFERENCE: Those interested in responding to the RFQ are strongly encouraged to attend a Pre-Submission Conference at **1:30 – 3:00 p.m. on Thursday, February 14, 2008**. The Conference will be held at Yesler Community Center, Multipurpose Room, 917 East Yesler Way, Seattle, 98104. A tour of the site will be conducted after the conference for those interested.

OBTAINING THE RFQ: To obtain a copy of the RFQ and related links, visit our website at: www.seattlehousing.org/Business/Ads/ConsultOppty/ConsultOppty_opportunities.html. Any addenda issued for this RFQ will be published at the above-referenced website, and Consultants are responsible for checking the website for any addenda prior to submission of proposals. If you are unable to download the RFQ or addenda, you may call Don Tucker, Sr. Contract Administrator at (206) 615-3475.

QUESTIONS: Any questions or requests for further information must be submitted in writing no later than **4:00 p.m. on Friday, February 22, 2008**, to the Contract Administrator noted above by fax at (206) 615-3410, by e-mail at dtucker@seattlehousing.org, or by mail at the address below.

SUBMISSION DEADLINE: Sealed submittals (one original and five copies), must be received no later than **4:00 p.m. on Friday, March 7, 2008**, at SHA's street address below. Submittals 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: Don Tucker
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 respond to this RFQ 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 submittals.

LIZ ALZEER
Contracting and Procurement Manager

**Seattle Housing Authority
Request for Qualifications
(Solicitation No. 3812)
Urban Planning/Architectural and Related Services
for Yesler Terrace Redevelopment Plan**

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified and innovative Consultant or Consultant team (hereinafter Consultant) to prepare a series of development alternatives for the Yesler Terrace Community. The goals of this redevelopment effort are to:
- expand affordable housing opportunities;
 - be financially feasible without HOPE VI funding;
 - serve the needs of residents now and in the future; and
 - provide amenities to the greater community.

The development alternatives must demonstrate a variety of methods of achieving multiple goals including SHA's commitment to replace 561 units of very low-income housing on site and within the immediate neighborhood, implement sustainable community design within a healthy community and provide social and economic opportunities within the neighborhood. An additional goal is to leverage the opportunities this site provides (size, location, density, adjacent uses, etc.) to develop additional low-income housing in this neighborhood and throughout Seattle.

Submittals by a consortium or by multiple firms submitting as partners or joint ventures will be considered provided that such submittal is accompanied by a copy of a letter of intent between all the parties who comprise the consortium, partnership, or joint venture and identifies one member of the consortium, partnership, or joint venture as the lead Consultant for the purposes of this RFQ/project.

The Consultant will coordinate their work closely with other Consultants hired by SHA in order to create a unified set of development alternatives. Additional Consultants that may be hired by SHA include, but are not limited to, community facilitators, land use/real estate attorneys, communications/public relations firms and firms with expertise in real estate finance and development.

- 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 NewHolly 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.

- 3) **Yesler Terrace Community:** Opened in 1940, this 561 unit low-income public housing project is one of the oldest in the country and the first integrated public housing community. Located immediately adjacent to I-5 and Downtown, this approximately 30-acre site is bordered by Harborview Hospital to the north, the Squire Park neighborhood to the east, I-5 to the west and the Little Saigon community to the south. This steeply-sloping (north to south) site provides expansive views of the waterfront, Mt. Rainier, and the Olympic and Cascade Mountain ranges. A new 30,000 square foot community center was opened in 2004. The site is within a quarter mile of Seattle University, the Downtown core and major medical facilities located on First Hill. Yesler Way provides a major east-west connection from the residential areas to Downtown and the waterfront. Please refer to the Yesler Terrace Planning Concepts (see subsection 6 below) for additional contextual information. The site also leases 19 units to the YWCA for their transitional housing program. These units are also included in the redevelopment plan.
- 4) **Redevelopment Vision:** The vision of the Yesler Terrace Redevelopment project is to develop a mixed-income, mixed-use neighborhood that includes various densities and uses that honors its proud history while meeting community needs for the next 70 years. The redevelopment plan for Yesler Terrace will be based upon four guiding principles that are presented in more detail in the Yesler Terrace Definitions and Guiding Principles (see subsection 6 below). The guiding principles for this project are:
- Social Equity;
 - Economic Opportunity;
 - Environmental Stewardship and Sustainability; and
 - One-for-One Replacement of very-low-income housing units.

Other objectives of the redevelopment plan based on the Definitions and Guiding Principles include:

- Promote a culturally and economically diverse community;
- Employ creative urban design and architectural techniques to foster positive interactions throughout Yesler Terrace and the community at large regardless of social, economic or cultural distinctions;

- Include stakeholder involvement in major decisions throughout the redevelopment process;
- Provide recreational opportunities and services for children and families;
- Preserve and promote small businesses adjacent to Yesler Terrace; and
- Incorporate smart growth principles while improving low-income housing.

5) **Redevelopment Schedule:** To provide the community the greatest opportunity for involvement, SHA intends to undertake the redevelopment in three phases:

Phase One

- Execute contract for urban planning/architecture consultant: May 2008
- Complete conceptual development alternatives: December 2008
- SHA Board review of conceptual development alternatives: January 2009
- SHA Board decision on preferred development alternative: February 2009

Phase Two

- Refine preferred development alternative and begin Environmental Impact Statement: February 2009
- Submit Master Use Permit application: September 2009

Phase Three

- Infrastructure design 2010
- Begin construction: Summer 2011

6) **Materials Available to Proposers:** The following documents are available through links within this document and on the following SHA web page:

http://www.seattlehousing.org/Business/Ads/ConsultOppty/ConsultOppty_opportunities.html

or you may copy and paste the available links below to your web browser:

- Yesler Terrace Definitions and Guiding Principles
- Yesler Terrace Planning Concepts
- Yesler Terrace area site map
- Yesler Terrace area zoning map
- First Hill Neighborhood Plan
www.seattle.gov/neighborhoods/np/Plans/fhill
- City of Seattle Comprehensive Plan
www.seattle.gov/DPD/Planning/Seattle_s_Comprehensive_Plan/Overview
- Seattle Housing Authority website
www.seattlehousing.org

B. SCOPE OF WORK

In preparing the redevelopment plan for Yesler Terrace, it is SHA's expectation that the Consultant will employ innovative urban planning and design techniques that will express visionary and integrated thinking to solve complex challenges. The Consultant should, to the maximum extent possible, reincorporate Yesler Terrace into the larger community while preserving its unique identity.

1) **Work Products:** The final Scope of Work will be determined during Contract negotiations with the Consultant, but SHA expects the scope to include, but not limited to, the following work products:

- A Background Report which includes:

- Existing site characteristics;
- Future development opportunities based on projected demand for new commercial and residential units and employment in this area for the next 20 years gathered from existing and readily available research sources.
- At least **four** development alternatives for SHA and community review based on the information provide above. Of the four alternatives the Consultant is required to develop two specific alternatives:
 - One option that provides all very-low-income housing serving public-housing-eligible residents on the current site; and
 - One option that maximizes the real estate value of the site and its location within the context of the Definitions and Guiding Principles.
- For each of the four alternatives the Consultant will develop performance standards, that recommend:
 - minimum and maximum building heights;
 - minimum and maximum square footage by use;
 - an infrastructure plan;
 - urban design standards;
 - draft transportation and parking standards;
 - examples of conceptual building designs (for evaluative purposes only);
 - examples of potential landscape design, including open spaces and a tree preservation plan (for evaluative purposes only); and
 - community amenities and enhancements.
- A summary report that includes:
 - a Background Report;
 - development alternatives and associated performance standards; and
 - recommended development alternative

2) **Community Involvement:** In addition to the work products above, the Consultant is expected to develop and implement a community involvement program with input from SHA and its community facilitator. The community involvement program will be multi-faceted and include Yesler Terrace residents, the Phase II Yesler Terrace Citizens Review Committee (CRC2), community service providers, the general public and other stakeholder input. The process will provide two-way communication between the planning team and the community. The purpose of the community involvement program is to provide the residents and the general public an opportunity to fully participate in the redevelopment of Yesler Terrace.

3) **Experience Requirements:** In addition to general design and development expertise, the Consultant shall demonstrate expertise in the following areas either by in-house staff, team partners, or sub-consultants:

- site/urban planning, project planning, transportation and zoning and land use analysis for mixed-use development that integrates public health and healthy communities;
- civil, structural and mechanical engineering;
- geotechnical engineering;
- surveying;
- smart growth and environmental sustainability;

- landscape architecture and design including surveying existing trees for health, life expectancy and value;
- residential housing design, including implementation of ADA and UFAS guidelines and HUD requirements for low-, mid- and high-rise multi-family housing for low-income people;
- office design, especially medical offices;
- commercial and retail design and design of mixed-use structures;
- current applicable codes, including, but not limited to, Uniform Building Code and Seattle Supplement and Washington Ventilation and Indoor Air Quality Standards;
- community participation planning and implementation that secures a high level of community input through community meetings and neighborhood planning review;
- cost estimating;
- development of land use and urban planning performance standards; and
- environmental analysis and development of environmental impact statements with extensive experience in NEPA and SEPA review.

The Consultant may, at SHA's option, be required to provide additional services during the execution of the designed program.

C. INFORMATION TO BE PROVIDED IN YOUR SUBMITTAL

To facilitate evaluation, submittals 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 RFQ on submission requirements for information on required number of copies. **Submittals must be limited to a total of 15 double-sided, single-spaced pages with a font size of no less than 11 point.** (Resumes, Section 3 Business Certification, Section 3 Resident Employment Plan, and other required attachments are not included in the page limitation). Prior to submission of a response, Consultants are responsible for checking for and reviewing any addenda issued at: www.seattlehousing.org/Business/Ads/ConsultOppty/ConsultOppty_opportunities.html.

1) Lead Consultant's (and Partnering Firms, if applicable) Technical

Competence/Expertise: Responses will be evaluated on the technical competence and experience of the Consultant principals-in-charge, especially the lead project urban planner/architect/designer and lead project manager. Provide resumes and statements of specific qualifications for lead personnel identified to work on this project.

Discuss the lead Consultant's (and partnering firms, if applicable) organization, history, financial stability and other general qualifications pertinent to this RFQ. Indicate specific experience with:

- public housing authorities;
- high-density residential design, including low-income, affordable and market-rate rental and for-sale housing;
- site planning for large-scale projects including housing, office, mixed-use and services;
- integration of open space and recreational areas in residential and mixed-use neighborhoods; and
- integration of large-scale, mixed-use project into existing urban communities.

Provide recent (within the last five years) letters of recommendation from owners of projects, other than SHA which are similar to this project. Each recommendation should attest to the owner's satisfaction in terms of cost control, quality of work and compliance with schedules. Respondents must provide at least three letters of recommendation, but not more than six in order to be considered responsive to this RFQ. This requirement is not part of the 15-page submittal limit.

- 2) **Sub-Consultants' Technical Competence/Expertise:** Responses will be evaluated on the technical competence and experience of the proposed sub-consultant firms, their principals-in-charge and project managers. Provide resumes and statements of specific qualifications for lead personnel of the sub-consultant firms identified to work on this project.

Discuss the sub-consultant firms' organization, history, financial stability and other general qualifications pertinent to this RFQ. Indicate specific experience with:

- public housing authorities;
- high-density residential design, including low-income, affordable and market-rate rental and for-sale housing;
- site planning for large-scale projects including housing, office, mixed-use and services;
- integration of open space and recreational areas in residential and mixed-use neighborhoods; and
- integration of large-scale, mixed-use project into existing urban communities.

- 3) **Public Process and Community Involvement:** Describe your team's approach to, and techniques for, working with residents, community and supportive service providers and the general public in the planning of this new community. Describe consensus building and conflict resolution methods to be used and techniques for making complex information accessible and understandable to non-professionals. Discuss your experience working with diverse communities, especially using interpretation services.

- 4) **Project Management:** Describe your firm's overall project management approach, including organization and work tasks necessary to accomplish the objectives. Discuss the depth of staffing and strategies that your firm uses to meet deadlines when current work is causing staffing hardships. Discuss strategies for managing complex projects and large interdisciplinary teams. Describe your firm's anticipated assignment of project responsibility and staffing and the level of capability of those staff. Address management of staffing when schedule changes or conflicts arise, and describe how SHA will be assured that services will be delivered on time.

- 5) **Phase I Approach:** Provide a three to four page discussion of your approach for achieving the Phase I scope and results within the timeline provided. Please include all critical elements of Phase I work; how you envision managing, coordinating and integrating the work; and articulate the challenges and opportunities you foresee, especially in the area of community/resident participation and how you would address these issues. This requirement is part of the 15-page submittal limit outlined on page 7 under Section C.

- 6) **Past Project Evaluation:** For comparable projects, provide independent documentation of the quality of the work in terms of attractiveness and functionality and the degree to which

the product met the owner’s program objectives. Documentation can include, but is not limited to, awards, professional peer recognition, letters of reference from owners (see above) or other assessments of performance.

D. CONSULTANT EVALUATION CRITERIA AND SELECTION PROCESS

- 1) **Part One Evaluation Criteria:** Submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to SHA, it is important for Consultants 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 Consultant, either through in-house staff, partner firms, or sub-consultants, must demonstrate expertise and have adequate available quantities of experienced personnel in all of the areas described.

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFQ 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 submittal beyond those requested, those materials should be included in a separate section of the submittal.

The following criteria with a point system of relative importance with an aggregate total of 200 points (see Parts One and Two Evaluation Criteria below) will be utilized to evaluate the qualifications of each Consultant:

Part One Evaluation Criteria (see Section C – 1 through C – 6 above for descriptions of each Criterion)		Weighting (Max. Points)
1	Lead Consultant Firm’s Technical Competence/Expertise	30
2	Sub-Consultant Firms’ Technical Competence/Expertise	20
3	Public Process and Community Involvement:	10
4	Project Management	15
5	Phase I Approach	15
6	Past Project Evaluation	10
Part One Evaluation - Maximum Total Points		100

An evaluation panel will be appointed by SHA. The panel will apply the evaluation criteria set forth above to evaluate and rank the submittals. The highest scoring firms/teams (up to four) will be included in Part Two of the evaluation process. (Also see Section F below).

- 2) **Part Two Evaluation Criteria:** The highest scoring firm/teams in Part One will be invited to participate in Part Two of the evaluation process. Part Two will consist of a consultant interview, a presentation before the Yesler Terrace community and the development of an example of creative thinking. The evaluation panel will use the following criteria to evaluate and rank these tasks:

Part Two Evaluation Criteria (see information below for descriptions of each Criterion)	Weighting (Max. Points)
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1	Consultant Interview	30
2	Community Presentation	30
3	Creative Thinking	40
Part Two Evaluation - Maximum Total Points		100

Consultant Interview: The Consultant interview, before a panel selected by SHA, shall be based on the Statement of Qualifications and additional questions selected by the panel.

Community Presentation: The focus of the presentation will be how the team proposes to work with and involve the community during this process.

Creative Thinking: Finally, the presenting firms/teams will provide a five to six page statement discussing the development potential of a subarea of the site. The subarea will be selected by SHA. The creative thinking statement should include sketches and explore possible site alternatives, including densities and land uses based on the Yesler Terrace Definitions and Guiding Principles and the Yesler Terrace Planning Concepts.

Part Two of the evaluation process will be described in more detail in the invitation to the selected consultants.

- 3) **Selection Process:** Based on the evaluation scores in Parts One and Two, the panel will make a recommendation to SHA’s Executive Director and request authority to negotiate a contract with one or more Consultants.

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

- a) After qualifications are evaluated, for the Consultants with the highest-scoring qualifications; and
- b) In the event that interviews are held, for the Consultants with the highest-scoring qualifications and interview.

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

E. SUBMISSION REQUIREMENTS

- 1) **Pre-Submission Conference:** Consultants are strongly encouraged to attend a Pre-Submission Conference at the time and place referenced on page 1 of this Request for

Qualifications (RFQ), and advertised in the *Seattle Daily Journal of Commerce* newspaper. Failure to attend the Conference will not relieve the Consultants of any responsibility for information provided at that time. A list of Pre-submission Conference attendees, questions asked at the Conference, and answers to those questions will be in the form of an Addendum and will be posted on SHA web site approximately 2 days after the Conference. (see Section E. 5 below)

- 2) **Due Date For Questions:** Technical questions regarding substantive matters related to this RFQ or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFQ.
- 3) **Due Date and Place For Submission of Submittals:** Submittals must be received by the Seattle Housing Authority by the deadline and at the place indicated on page 1 of this RFQ. The deadline is firm as to place, date and time. SHA will not consider any submittal received after the deadline and will return all such submittals unopened.

All submittals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Consultants 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 submittal is not acceptable.*

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

- 4) **Required Number of Copies:** Consultants responding to this RFQ shall submit one original submittal along with the required number of copies of the submittal (see page 1 of this RFQ) to the address also indicated on page 1 of this RFQ. The original of each of the forms indicated below must also be completed and submitted with the original submittal only. Do not send these forms with the submittal copies:
 - Section 3 Business Certification Form
 - Section 3 Resident Employment Plan
- 5) **Addenda:** In the event there are changes or clarifications to this RFQ, SHA will issue an addendum. Addenda will be published on SHA's website at www.seattlehousing.org/Business/bus00.htm. It is the responsibility of Consultants to check this website prior to submission of a response 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 RFQ to have a copy of the addenda mailed or e-mailed to you.
- 6) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all submittals. SHA will generally not disclose the status of negotiations until SHA's Executive Director has approved the award of a Contract for services.

F. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified Consultant, 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.

G. 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 respond to this RFQ, to participate as partners, or to participate in other business activity in response to this RFQ.
- 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 Consultant is required to submit with their submittal a Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this RFQ, and a Section 3 Business Certification form. The following language regarding Section 3 will be included as part of the contract to be executed based on this RFQ.
 - 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 Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Consultant’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d) The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as

provided in an applicable provision of the sub-consultant in this Section 3 clause, upon a finding that the sub-consultant is in violation of the regulations in 24 CFR part 135. The consultant will not subcontract with any sub-consultant where the consultant has notice or knowledge that the sub-consultant has been found in violation of the regulations in 24 CFR part 135.

- e) The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.
 - f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g) With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 3) **Basic Eligibility:** The successful Consultant 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 Consultant 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:** Consultants should be aware that SHA will only make payments on the Contract issued under this RFQ after the work being billed has been completed, and will pay reimbursable expenses to the Consultant only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the Consultant, 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 Consultant 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 RFQ, 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 RFQ.
- 8) **Funding Availability:** By responding to this RFQ, the Consultant acknowledges that for any Contract signed as a result of this RFQ, 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/AEContract.pdf>.
- 10) **Insurance:** The following are the insurance requirements that will be included in the Contract executed based on this RFQ:

a) **General Requirements:**

1. Prior to undertaking any work under this Contract, the Consultant 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 Consultant, its agents, representatives, employees and/or sub-consultants.
2. The Consultant's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant'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 Consultant 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 Consultant during the term of this Contract. The Consultant 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 Consultant's contact with minor children, the Consultant 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 Consultant'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 Consultant 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 Consultant is authorized to engage sub-consultants, each sub-consultant 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 Consultant 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 Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant 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 Consultant. 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 Consultant 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 Consultant shall include all sub-consultants at any tier as insureds (except for Professional Liability insurance), and ensure that the Consultant's coverage of sub-consultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - i. Obtain from each sub-consultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract; and
 - ii. 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 Consultant's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Consultant 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

Your company is eligible for Section 3 Certification if any one of the following apply:

1. Fifty-one percent or more of your Company is owned 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 other Section 3 certified companies.

A Section 3 qualified person must:

- A. Live in the City of Seattle.
- B. Meet or fall below the following income limits:

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

Please check the appropriate box below and specify the qualifying category above.

- I would like to self-certify my company as being Section 3 qualified in accordance to the category indicated above.
- My company is not Section 3 qualified.
- I am subcontracting with a Section 3 business.

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

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 Consultants. 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 Consultant and its sub-consultants shall advertise new positions created in order to perform the work called for herein and will post notices of the Consultant's commitments under Section 3 in conspicuous places at the work site. In addition, the Consultant must notify each labor organization with whom it or its sub-consultants have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Consultant 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 Consultant 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 Consultant'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.