



REQUEST FOR PROPOSALS

(SOLICITATION NO. 3979)

for

Land Use Legal Services Associated with the Yesler Terrace Redevelopment Plan

TABLE OF CONTENTS

A. INTRODUCTION	1
B. SCOPE OF WORK	3
C. INFORMATION TO BE PROVIDED BY PROPOSERS	3
D. FIRM EVALUATION CRITERIA	4
E. SUBMISSION REQUIREMENTS	5
F. SELECTION PROCESS	6
G. CONTRACT NEGOTIATIONS.....	6
H. ADMINISTRATIVE INFORMATION	6

Attachments:

- Proposal Cover Page
- Section 3 Business Certification form
- Section 3 Resident Employment Plan form

RFQ Issued on:	Submittals Due:
Wednesday, January 14, 2009	2:00 p.m., Friday, February 6, 2009

**Seattle Housing Authority
Request for Proposals
(Solicitation No. 3979)
Land Use Legal Services Associated with the
Yesler Terrace Redevelopment Plan**

A. INTRODUCTION

1) General: The Seattle Housing Authority (herein after referred to as SHA) plans to redevelop Yesler Terrace to create an economically and socially diverse and vibrant mixed income urban neighborhood incorporating a variety of uses and densities and reconnect with important Seattle neighborhoods such as Little Saigon, Downtown, First Hill and Squire Park. SHA seeks the on-call services of a qualified firm with outstanding abilities and experience in the areas of municipal and Washington State law, land use codes, including planning, zoning and associated regulatory reviews and procedures including, but not limited to:

- SEPA
- NEPA
- Washington State Growth Management Act
- City of Seattle Comprehensive Plan
- City of Seattle Zoning Code
- City of Seattle Land Use Code
- Rezone procedures
- Master Plan procedures
- Representation in quasi-judicial and judicial proceedings

The chosen firm will provide legal advice, counsel, services, consultation and opinions to SHA on a wide variety of assignments associated with the redevelopment of Yesler Terrace on an on-call basis. The firm will also work, at SHA's direction, with other consultants, such as urban planning, urban design, architecture and real estate professionals during the planning and regulatory review phases of this project as requested. This Request for Proposals (RFP) details Phase I of this three-phase project.

In Phase I, the firm shall advise SHA and its consultant teams on land use, zoning, environmental and other legal, regulatory and code issues associated with development of site concepts. The firm will also advise SHA on legal, zoning, land use and other code and regulatory issues to meet project goals of:

- expanding affordable housing opportunities;
- being financially feasible;
- serving the needs of residents now and in the future; and
- providing amenities to the greater community.

The firm will reference as policy direction the Yesler Terrace Definitions and Guiding Principles and the Planning Concepts adopted by the SHA Board of Commissioners in 2007. The firm chosen may also be responsible for managing any sub-consultants the firm selects, if applicable.

This RFP details Phase I of this three-phase project. SHA reserves the right to assign work to the selected firm for subsequent phases including, but not limited to, Phase II – Development of Alternatives based on the preferred Site Concept 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 firm, the additional work will be authorized by a contract change order.

In Phase I the firm will review and advise SHA and their consultant teams on potential land use, zoning, and other regulatory code issues regarding three site concepts developed during this phase with input from residents and community stakeholders. These site concepts illustrate 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. An additional project goal is to leverage the opportunities this site provides (size, location, density, adjacent uses, etc.) to develop additional low-income, affordable and workforce housing in this neighborhood and throughout Seattle.

Phase I will begin upon notice to proceed and end upon selection of a preferred site concept by the SHA Board of Commissioners.

2) Redevelopment Schedule (Estimated): SHA intends to undertake the redevelopment in three phases as follows:

Phase I

- Execution of contract with selected land use law firm: *March 2009*
- Completion of the development of site concepts: *Winter 2009*
- Completion of the Phase I work: *Spring 2009*
- Decision by the SHA Board on preferred Site Concept: *Spring 2009*

Phase II

- Develop site alternatives based on preferred site concept and begin EIS: *Summer 2009*
- Environmental Review: Begins: *Summer 2010*
- Submit Master Use permit application: *Fall 2010*

Phase III

- Infrastructure design: *2011*
- Begin construction: *Fall 2011*

3) Materials Available to Proposers: The following documents are available through links on the following SHA web page: <http://www.seattlehousing.org/business/consulting/requests/3979/>

- Yesler Terrace Definitions and Guiding Principles
- Yesler Terrace Planning Concepts
- Yesler Terrace area site map
- Yesler Terrace area zoning map
- First Hill Neighborhood Plan
- City of Seattle Comprehensive Plan

4) 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 of Seattle and confirmed by the Seattle City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction.

SHA has approximately 580 employees and a total budget of \$227 million for Calendar Year 2009. In addition to the housing SHA owns, it serves as General and Managing Partner for thirteen Low Income Housing Tax Credit limited partnerships.

B. SCOPE OF WORK

The selected firm shall have the qualifications and experience to provide advice, representation and other legal services to SHA regarding the Yesler Terrace Redevelopment Project including:

- Performing research and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise SHA on land use, zoning and regulatory issues pertaining to Yesler Terrace redevelopment as requested;
- Attending meetings as required;
- Reviewing and/or preparing staff reports, contracts, applications, forms, notices, declarations, and other documents as requested;
- Advising SHA and the planning consultant team on the site concepts for compliance with current local, state and federal laws, policies, procedures and practices; and
- As requested by SHA, providing representation and support on land use and regulatory issues involving the Yesler Terrace Redevelopment Project and represent SHA in all actions, suits or proceedings.

C. INFORMATION TO BE PROVIDED BY PROPOSERS

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 six pages in no smaller than 11 point font** (cover page, cover letter, 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 <http://www.seattlehousing.org/business/consulting/requests/3979/> prior to submission of a proposal to review and download any addenda issued.

Each submittal must have the completed Cover Page (see attached) and a Cover Letter briefly summarizing the firm's qualifications and past experience relevant to the scope of work. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

Your submittal will be evaluated on the following:

Relating to Criterion 1:

- Firm's qualifications and experience with land use law.
- Name(s) and qualifications of firm's key personnel likely to be assigned to this project including relevant experiences, including but not limited to:
 - Working on large scale, complex development projects with planning/architecture firms;

- Experience in providing counsel regarding land use issues, such as zoning revisions and other regulatory issues, associated with development of mixed use projects that include residential, retail and office components;
- Working with public agencies;
- References (Attach a list of three references and include the agency or business name of client, the project name, contact person, address, and telephone number.) 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. SHA also reserves the right to seek references from the municipalities in which the firm has performed work cited in the three references.

NOTE: Please include current resumes for key personnel likely to be assigned to this project.

Relating to Criterion 2:

- Project approach: How you envision coordinating and integrating with SHA and its other consultants, especially the planning/architecture consultant team on this project. Articulate the challenges and opportunities you foresee and how you would address these issues.

Relating to Criterion 3:

- Firm Fees: List the current rates for all attorneys (hourly and flat) and other personnel that would be involved in this project, any rate discount that you may offer to SHA for this work, and the next anticipated change in your rates or the rates you will offer SHA.

D. FIRM EVALUATION CRITERIA

Submittals will be evaluated based on the criteria listed in this section and further described in Section C above. In preparing the submittal, it is important for proposers to clearly demonstrate their expertise in the areas described in this document. Firms, either through in-house staff or sub-consultants, must demonstrate expertise and experience and have available personnel staff capacity in all areas described in the scope of work.

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 submittal beyond those requested, those materials should be identified as such and included in a separate section of the submittal.

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

Evaluation Criteria		Weighting (Max. Points)
1	<u>Qualification and Experience:</u> (see Section C above for a complete description of this Criterion) <ul style="list-style-type: none"> ▪ Firm’s qualifications and experience; ▪ Key personnell’s qualifications and experience. 	55
2	<u>Project Approach:</u> (see Section C above for a complete description of this Criterion) How the firm envisions coordinating and integrating their work into the larger redevelopment plan.	25

3	<u>Firm Fees:</u> (see Section C above for a complete description of this Criterion) Reasonableness of fees given the scope of work, general market prices and level of experience and qualifications of assigned staff.	20
Maximum Total Points		100

Section 3 Preference Points: All proposing firms that are qualified as a Section 3 Business [see Section “H. 2)” herein] at the time of submittal of your proposal, shall receive an additional 20 points to be added to their total evaluation score.

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 **no later than 2:00 pm., Thursday, January 22, 2009** to Don Tucker, Sr. Contract Administrator by email at dtucker@seattlehousing.org.

2) **Due Date and Place for Submission of Proposals:** Sealed Proposals (**one original and 6 copies**) must be received by the Seattle Housing Authority **no later than 2:00 p.m., on Friday, February 6, 2009** at the address indicated below:

Seattle Housing Authority
Attn: Don Tucker, Purchasing
120 Sixth Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

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 statements unopened.

All submittals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Firms 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 Firm with an acknowledgment of receipt. All submittals received will become the property of the Seattle Housing Authority and will not be returned to the Firm.

4) **Required Number of Copies:** Firms responding to this RFP shall submit **one original and six copies of their proposal** to the address indicated above. The original of each of the forms indicated below must also be completed and submitted with the one 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 RFP, SHA will issue an addendum. Which will be published at <http://www.seattlehousing.org/business/consulting/requests/3979/>. It is the responsibility of the Firm to check this website prior to submission of a response and to review and download any addenda issued. If you are unable to download the addenda, you may call Don Tucker, Sr. Contract Administrator at 206-615-3475 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. 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 Firms; or
- 2) (a) Request additional information from the Firms whose responses appear to have the greatest likelihood of success; and/or

(b) Invite one or more Firms whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their submittal; and then

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

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/guidelines/pdf/Procurement_Policies.pdf

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.

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 preference 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:

(i) 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.

(ii) 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.

(iii) 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.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) 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.

(vii) 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).

(viii) If the 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 Firm agrees to meet the Section 3 subcontracting commitment. Failure of the 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 Firm's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the 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 firm only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the 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 firm 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/guidelines/pdf/Consultant_Professional_Services_Contract.pdf

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

(a) **General Requirements:**

(i) Prior to undertaking any work under this Contract, the 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 Firm, its agents, representatives, employees and/or subcontractors.

(ii) The 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 firm's insurance.

(iii) Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the 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.

(iv) Failure of the 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 Firm during the term of this Contract. The Firm must provide acceptable evidence of such coverage prior to beginning work under this Contract.

(i) **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 Firm's contact with minor children, the 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.

(ii) 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

(iii) 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

(iv) Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the 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 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 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.

(v) Workers Compensation: A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the 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 Firm is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the 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 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 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 Firm shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Firm's coverage of subcontractors under the Firm's policies is not excluded by any policy provision or endorsement. Alternatively, the Firm shall:

- Obtain from each subcontractor not insured under the Firm's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
- 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 Firm's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The 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.

**PROPOSAL COVER PAGE
For SHA's**

**Land Use Legal Services Associated with the
Yesler Terrace Redevelopment Plan**
(Solicitation No. 3979)

FIRM'S NAME AND ADDRESS:	
FIRM'S CONTACT PERSON FOR THIS PROPOSAL:	
Name:	
Title:	
Telephone No.:	
e-mail address:	

THIS PROPOSAL INCLUDES THE FOLLOWING:

**Letter of Interest
Evidence of Firm's and Sub-firms' (if applicable) Qualifications
Evidence of Staff Qualifications and Experience**

ATTACHMENTS TO THIS PROPOSAL INCLUDE THE FOLLOWING:

**Resumes
References
Section 3 Business Certification Form
Section 3 Resident Employment Plan Form**

NOTES:

- *Use this page as a cover for your proposal. Proposals are limited to a total of six (6) pages in not less than 11 - point font.*
- *This cover page, cover letter, resumes and Section 3 forms are not included in this page limit.*
- **Proposals are to be stapled in the top left corner with no other bindings or binders.**

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.