



Location 120 Sixth Avenue North, Seattle, WA
Mailing P.O. Box 19028, Seattle, WA 98109-1028
Telephone 206-615-3300
TTY 1-800-833-6388
Website www.seattlehousing.org

Solicitation
Legal Services for Mixed Financing
For Rainier Vista Phase III and Lake City Village Projects
(Solicitation No. 4113)

Proposals Due by:
2:00 p.m. on December 4, 2009

The Seattle Housing Authority (SHA) is soliciting proposals from individuals and businesses interested in performing the following:

A. INTRODUCTION

1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm to provide legal representation to SHA in closing two mixed finance transactions scheduled to close in June 2010.

The first is to finance Rainier Vista Phase III. Phase III is a 118 unit mixed income project to be constructed on the former Rainier Vista public housing site at MLK Way S. between S. Oregon St and S. Dakota St. Seventy-four of the low income rental units will also have public housing operating subsidy, twenty-three will have project based vouchers, nineteen will be tax credit units and one common unit. This project will be financed with tax-exempt bonds, tax credit equity, public housing ARRA funds, and SHA program income.

The second project is the Lake City Village HOPE VI Project. The project will be an 86 unit apartment building on the former Lake City Village public housing site on 33rd Avenue NE. The project will have fifty-one public housing tax credit units, thirty-four tax credit units and one common unit. The financing for this project will be 9 percent tax credit equity, HUD HOPE VI funds, HUD ARRA funds, and City of Seattle funds.

2) The successful firm will have the legal expertise necessary to represent the Rainier Vista Phase III Limited Partnership; a Washington limited partnership with Seattle Housing Authority as its general partner in the negotiation of terms for the admission of a new limited partner to utilize low income housing tax credits generated by the development of the project. The successful firm will also have the expertise necessary to represent the Lake City Apartments Limited Partnership; a Washington limited partnership with Seattle Housing Authority as its general partner and Enterprise Investments fund(s) as the limited partner.

3) Additional information for each project:

Rainier Vista Phase III Project:

- RBC Capital Markets has been selected as the bond underwriter for Rainier Vista Phase III.
- SHA has received an allocation of 2009 private activity bond cap for the Rainier Vista project and will work with the State to carry the allocation into 2010 or obtain a new 2010 allocation.
- SHA has ARRA Capital funds to loan into the project.
- SHA will select a contractor for the project in late winter/early spring of 2010.
- Devine and Gong, Inc. is the financial consultant that has been working with SHA.
- Tonkin/Hoyne architects are the project designer.

Lake City Village HOPE VI Project:

- SHA will be applying in 2010 for an allocation of 9 percent tax credits for the project.
- SHA has applied to the City under the Fall 2009 NOFA.
- SHA has the HOPE VI funds and HUD ARRA funds for the project.
- SHA has selected Andersen Construction to the general contractor for the project.
- SHA has a Letter of Intent from Enterprise Investments to purchase the tax credits.
- Hewitt Architects is the project designer.
- Common Ground is the financial advisor on the project.

B. SCOPE OF WORK, SCHEDULE, ESTIMATED COSTS

The selected consultant shall be asked to perform the following tasks:

- Provide legal advice on structuring the transaction to best utilize available funding sources.
- Provide legal services with respect to negotiation, preparation and review of all debt financing documents.
- Prepare the necessary legal and tax opinions for the partnerships.
- Provide assistance with respect to submittal of LIHTC progress requirements.
- Provide assistance to the partnership's accountants with respect to the preparation and submittal of the Project's final cost certification and place in service documents.
- Provide assistance to the partnership's accountants with respect to the preparation and submittal of the partnership's tax returns during the development period.
- Provide legal assistance with respect to all HUD financing related issues. The project will require dealing with HUD's Mixed Finance staff.
- Provide legal advice regarding any actions necessary to ensure that interest will continue to be tax exempt.
- Provide a CD ROM of all deliverables within one month of closing.

Schedule: It is anticipated that the work will need to start immediately following selection and contract execution of a contract with mixed finance closings scheduled for June 2010.

Estimated Amount: The estimated range for fees for the contract to be executed based on this solicitation is between \$90,000 and \$110,000 for both projects.

C. PROPOSAL CONTENTS: The proposal must:

- Include a cover letter
- Address each of the evaluation criteria noted below
- List the names of staff to be assigned to this project and include a copy of their resumes.
- Include a list of three references (including agency or business name of client, contact person, address, and telephone number).
- Be limited to a total of six (6) pages (cover letter, resumes and Section 3 forms are not included in the page limitation).

D. CONSULTANT EVALUATION CRITERIA

Consultants' submittals will be evaluated based on the criteria listed in this section and the extent to which the response satisfactorily addresses the Scope of Work and demonstrates the relevant qualifications and experience of personnel.

Consultants 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 identified as such and included in a separate section of the proposal. In submitting a proposal, the Consultant and any sub-consultants agree that any costs, prices, and hourly rates 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 points will be utilized to evaluate the qualifications of each proposer:

Evaluation Criteria	Maximum Number of Points
Previous company experiences with similar projects involving HUD Mixed Finance Process.	30
Qualifications and relevant experiences of personnel to be assigned to this project	30
Availability of identified personnel to provide services within the required schedule	10
Proposed price (include hourly rates for key personnel) plus an allowance for reimbursable expenses.	30
TOTAL	100

E. SUBMISSION REQUIREMENTS

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 2:00 p.m., Tuesday, November 24, 2009 to Marilyn Westman, Sr. Contract Administrator by e-mail at mwestman@seattlehousing.org**

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:

<http://www.seattlehousing.org/business/contracting/requests/>.

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 Sr. Contract Administrator, Marilyn Westman at 206-615-3395 to have a copy of the addenda e-mailed to you.

Due Date and Place For Submission of Proposals: Sealed Proposals, containing one original and four (4) copies must be received by the Seattle Housing Authority **no later than 2:00 p.m. on Friday, December 4, 2009** at the address indicated below:

Seattle Housing Authority
Attn: Marilyn Westman, 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 proposal received after the deadline and will return all such proposals unopened. *NOTE: A faxed or e-mailed Proposal is not acceptable.*

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.

Upon receipt of each Proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt

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. Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then 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.

By submitting its Proposal in response to this RFP, the Consultant accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

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. About the Seattle Housing Authority: Visit our web site at www.seattlehousing.org for more information about the Seattle Housing Authority.
2. Payment Requirements: Proposers should be aware that SHA will only make payments on the Contract issued under this solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advance

payments will be made to the proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.

3. HOPE VI Revitalization grant funds are part of the financing and therefore, the Consultant and any sub consultants will be required to submit to SHA a completed and signed HOPE VI Certifications and Assurances Form (copy attached to this RFP) Such form shall be submitted to SHA prior to contract execution.

4. 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 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 subcontractors.
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 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 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 subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - a.) Obtain from each subcontractor not insured under the Consultant'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 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.
5. Diversity: The Seattle Housing Authority strongly encourages small businesses, minority business enterprises (MBEs), women business enterprises (WBEs), HUD Section 3 businesses, and socially and economically disadvantaged businesses to submit proposals or to participate in this work as sub-consultants.
6. Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in proposals, to reject any or all proposals, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting a proposal, and to check references as part of the final evaluation process. 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

END OF RFP

Seattle Housing Authority

Subgrantee/Contractor/Subcontractor CERTIFICATIONS AND ASSURANCES

■ **Background Information:** The Seattle Housing Authority (SHA) has received HOPE VI Revitalization Grants from the U.S. Department of Housing and Urban Development (HUD) to assist in the revitalization of SHA housing communities in Seattle. One of HUD's grant requirements is that Contractors, Subcontractors, and Subgrantees on any SHA projects that include HOPE VI Revitalization Grant funds must sign the attached "Certifications and Assurances" form certifying that they will comply with specific federal statutes and regulations. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Contractors:** This includes any contractor, consultant, or service provider that SHA contracts with for goods or services on any SHA HOPE VI projects.
- **Subcontractors:** This includes any lower tier subcontractor or subconsultant that a Contractor contracts with for goods and services on any SHA HOPE VI projects.
- **Subgrantees:** These are organizations that SHA has provided a grant to from the HOPE VI grant SHA received from HUD.

■ **Instructions:**

1. **Read:** Please read attached Certifications and Assurances form.
2. **Sign:** Sign the last page of the form.
3. **Return:** Return the form *immediately* (including this front page) to:

Seattle Housing Authority Purchasing Division 120 Sixth Avenue North P.O. Box 19028 Seattle, WA 98109-1028
--

■ **Form Relates to the Following Contract:**

Contract Name:	Contract Number:
Contractor's / Consultant's Name:	
Subcontractor's / Subconsultant's Name:	Dollar Amount of Subcontract (if known):

- **Questions:** If you have questions about this form, please call, Liz Alzeer, Purchasing Manager, at (206) 615-3470.

