

REQUEST FOR PROPOSALS
High Point East African Youth Program

The Seattle Housing Authority (SHA) is seeking proposals from qualified East African community-based non-profit organizations to assist SHA in providing year-round programming targeting High Point middle- and high-school youth of East African heritage, particularly of Somali heritage, since 35% of youth living in SHA rental units at High Point are of Somali heritage. The High Point community is located in West Seattle. The Service Provider should have the ability to successfully design and implement a program that is attractive to East African youth of the above-referenced age groups who reside in High Point. Emphasis is to be placed on programming that helps youth foster their leadership skills and establishes strong communication between parents/guardians and the youth. The estimated range for fees for the contract to be executed based on this solicitation is between \$45,000 and \$45,832 for a 10-month period, or for a maximum of \$4,166 per month, plus reimbursable start-up costs involving equipment and/or other permanent supplies, not to exceed a total of \$4,000. The estimated start date of the contract to result from this solicitation is March 1, 2010. SHA may commit additional funding for subsequent years, depending on program performance and available funding. SHA is not able to fund religious/faith-based activities under this solicitation.

Pre-Submission Conference: Those interested in responding to the Request for Proposals (RFP) are strongly encouraged to attend a Pre-Submission Conference at 10:00 AM on Tuesday, January 5, 2010. The Conference will be held at the Seattle Housing Authority, 120 Sixth Avenue N., Seattle, WA 98109-1028.

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

Questions: Any questions or requests for further information must be submitted in writing no later than 12:00 Noon, on Thursday, January 7, 2010 to the Sr. Contract Administrator noted above by fax at (206) 615-3410, by e-mail at pmontgomery@seattlehousing.org, or by mail at the address below.

Submission Deadline: Sealed proposals (one original and five (5) copies), must be received not later than 2:00 PM, on Wednesday, January 20, 2010 at SHA's street address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

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

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

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

LIZ ALZEER, Contracting and Procurement Manager

SERVICE PROVIDER REGISTRATION FORM

If you plan on submitting a Proposal for this project, please complete this registration form and e-mail it to Pam Montgomery, Senior Contract Administrator, pmontgomery@seattlehousing.org, so that you may be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 4131

High Point East African Youth Program

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION NO. 4131)

for

High Point East African Youth Program

TABLE OF CONTENTS

A. INTRODUCTION	1
B. SUBMITTAL REQUIREMENTS	2
C. SCOPE OF WORK	4
D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL.....	6
E. CONSULTANT EVALUATION CRITERIA	8
F. SELECTION PROCESS	9
G. CONTRACT NEGOTIATIONS	9
H. ADMINISTRATIVE INFORMATION.....	10

ATTACHMENTS:

Attachment A —“High Point Community Assessment”

Attachment B —“The Heart of High Point”

Section 3 Business Certification

Section 3 Resident Employment Plan

RFP Issued On:	Proposal Due:
Tuesday, December 22, 2009	2:00 PM on Wednesday, January 20, 2010

Seattle Housing Authority

Request for Proposals (Solicitation No. 4131)

High Point East African Youth Program

A. INTRODUCTION

1) **General:** The Seattle Housing Authority (SHA) is seeking proposals from qualified East African community-based non-profit organizations to assist SHA in providing year-round programming targeting High Point middle- and high-school youth of East African heritage, particularly of Somali heritage, since 35% of youth living in SHA rental units at High Point are of Somali heritage. The High Point community is located in West Seattle. The Service Provider should have the ability to successfully design and implement a program that is attractive to East African youth of the above-referenced age groups who reside in High Point. Emphasis is to be placed on programming that helps youth foster their leadership skills and establishes strong communication between parents/guardians and the youth. The estimated range for fees for the contract to be executed based on this solicitation is between \$45,000 and \$45,832 for a 10-month period, or for a maximum of \$4,166 per month, plus reimbursable start-up costs involving equipment and/or other permanent supplies, not to exceed a total of \$4,000. The estimated start date of the contract to result from this solicitation is March 1, 2010. SHA may commit additional funding for subsequent years, depending on program performance and available funding. SHA is not able to fund religious/faith-based activities under this solicitation.

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 operates according to the following Mission and Values:

Our Mission

Our mission is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and increase self-sufficiency for people with low-income.

Our Values

As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork, and respect. We embrace the values of excellence, collaboration, innovation, and appreciation.

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 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 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 600 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.

- 3) **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

B. SUBMITTAL REQUIREMENTS

Schedule:

Activity	Location	Day	Date	Time
Pre-Submittal Meeting		Tuesday	1/5/10	10:00 AM
Deadline for Questions	N/A	Thursday	1/7/10	12:00 Noon
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
Mail To: Seattle Housing Authority Attn: Pam Montgomery Sr. Contract Admin. P.O. Box 19028 Seattle, WA 98109-1028	OR Hand Deliver To: Seattle Housing Authority Attn: Pam Montgomery Sr. Contract Admin. 120 Sixth Avenue North Seattle, WA 98109	Wednesday	1/20/10	2:00 PM

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/consulting/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, Pam Montgomery, at (206) 615-3378 to have a copy of the addenda mailed or e-mailed to you.

Pre-Submittal Meeting: Proposers are strongly encouraged to attend a Pre-Submittal Meeting at the date and time indicated above.

Submittal: The deadlines given above are firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.

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

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

Proposals should be limited to a total of ten (10) pages in no smaller than 12-point font on 8½" by 11" sheets. Your cover letter, resumes, Section 3 forms and other required attachments are not included in the page limitation. Your **cover letter** must state why you believe your firm or your firm plus sub-consultants is uniquely qualified to perform the breadth of potential services. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

1) **Required number of copies:** Proposers responding to this RFP shall submit **one original and five (5) copies of their proposal** to the address indicated above. **The following items/forms are to be submitted with the one original proposal only.** Do not include these items/forms with the proposal copies.

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

2) **Proprietary Proposal Material:**

Any records or materials submitted to SHA in response to this RFP become public records under Washington State law (see RCW Chapter 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (see RFW 42.56.540 and RCW Ch. 19.108); however, public disclosure exemptions are narrow and specific. Proposers are expected to be familiar with any potentially applicable exemptions, and the limits of those exemptions.

Proposers are obligated to separately bind and clearly mark as "proprietary" information any proposal records they believe are exempted from disclosure. The body of the proposal may refer to these separately-bound records. Proposers should mark as "proprietary" only that information they believe legitimately fits within a public-disclosure exemption. SHA may reject solicitation responses that are marked proprietary in their entirety.

If SHA receives a public disclosure request for records that a Proposer has marked as "proprietary information," SHA may notify the Proposer of this request and postpone disclosure briefly to allow the Proposer to file a lawsuit under RCW 42.17.330 to enjoin disclosure; however, this is a courtesy of SHA and not an obligation.

SHA has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under RCW 42.56. By submitting a proposal, the Proposer acknowledges this obligation; the Proposer also

acknowledges that SHA will have no obligation or liability to the Proposer if the records are disclosed.

- 3) **Cost of Preparing Proposals:** SHA will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.
- 4) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all proposals. SHA requests that companies refrain from requesting public disclosure of selection information until a contract has been executed as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, SHA shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

C. SCOPE OF WORK

The selected Service Provider shall be asked to perform, but not necessarily be limited to, the following Scope of Work and Tasks described below:

1) General Scope of Work:

The Seattle Housing Authority (SHA) is seeking proposals from qualified East African community-based non-profit organizations to assist SHA in providing year-round programming targeting High Point middle- and high-school youth of East African heritage, particularly of Somali heritage, since 35% of youth living in SHA rental units at High Point are of Somali heritage. The High Point community is located in West Seattle.

The Service Provider should have the ability to successfully design and implement a program that is attractive to East African youth of the above-referenced age groups who reside in High Point. Emphasis is to be placed on programming that helps youth foster their leadership skills and establishes strong communication between parents/guardians and the youth.

The Seattle Housing Authority is planning to develop with our partner agencies a coordinated system of services and educational opportunities at High Point that is based on the model created by the Harlem Children's Zone (www.hcz.org). In the future, we plan to require that all service providers serving youth which receive SHA funding be accountable to help youth meet the educational benchmarks established under the new coordinated system. This requirement will mean service providers must demonstrate how their programs are helping youth to meet the agreed-upon educational benchmarks. SHA will apply this requirement to the Service Provider receiving funding under this RFP.

SHA contracted with Pyramid Communications in 2009 to conduct a community assessment at High Point. This process was completed at the end of June 2009. Based on community input, there is a clear need to provide more services targeted to middle- and high-school youth of East African heritage who live at High Point. For additional information, please see Attachment A – "High Point Community Assessment."

In addition to designing program activities based on the Pyramid community assessment noted above, the Service Provider may propose additional activities based on other sources of input from East African

community members residing in High Point. If the Service Provider uses sources of community input other than the Pyramid community assessment, the Service Provider must specifically state what source of community input they are referencing to design the program activities in their proposal.

SHA knows from recent community input that High Point community members would like a program specifically targeted for neighborhood youth of East African heritage, but community members were not specific as to the type of program that was their highest priority. Therefore, SHA is not articulating the type of program we are looking for at this point, but rather, we are seeking a Service Provider that can quickly design and implement a program for the target population that best meets the Scope of Work and Tasks described in this section.

SHA's target population for this RFP is middle- through high-school youth of East African heritage living in SHA's High Point community. This includes 736 school-age youth (six to 18 years old) living in on-site rental units, with 256 of the youth, or 35%, being of Somali heritage. There are approximately 411 youth between the ages of six and 12 and 325 between the ages of 13 and 18 living in the rental units, with 159 youth between the ages of six and 12, or 39%, being of Somali heritage. In addition, there are 97 youth between the ages of 13 and 18 who are of Somali heritage.

2) Tasks to be performed:

- (a) Assist SHA in providing year-round youth programming for middle- and high-school youth of East African heritage living in the High Point community. Emphasis is to be placed on programming that helps youth be successful in all areas of life and establishes strong communication between parents/guardians and the youth. Additionally, the Service Provider shall design and implement a program that responds to the needs and interests of middle- and high-school youth of East African heritage. Services are to be provided on-site at High Point (Please reference Attachment A — "High Point Community Assessment," specifically Appendix C). The report indicates some of the areas of program interest and community concerns for the referenced youth, although these findings are not exhaustive by any means.
- (b) The selected Service Provider shall be experienced in and shall be expected to design and implement year-round programs for middle- and high-school age youth of East African heritage and work with their parents/guardians, and the overall East African community. The emphasis is to be on serving the Somali population;
- (c) Conduct outreach to parents to encourage their involvement in, and support of, overall success for the youth and to ensure families receive services that may help parents to successfully parent. This may mean a referral process through partnerships with other agencies;
- (d) Engage families of the youth in an on-going process for successfully evaluating the program based on participant input and input from parents; this may include, for example, an advisory committee for the program that meets monthly;
- (e) Establish both qualitative and quantitative outcomes for the program based on the program implementation during 2010 (e.g., quarterly outcomes, six-month outcomes); and,
- (f) Become familiar with the existing programs and agencies in High Point. Promote youth and families of East African heritage to access and utilize existing programs and resources.
- (g) Meet the following Program Objectives:
 - (1) Design and implement programming for at least 30 (monthly average participation) unduplicated middle- and high-school-age male and female youth of East African heritage;
 - (2) Provide a broad range of contexts which allow youth to learn and develop various skills;
 - (3) Provide specific programming for summer activities;
 - (4) Organize forums for parents/guardians of the youth;

- (5) Promote healthy youth/adult partnerships;
- (6) Effectively link the programming to the youth's needs identified in Attachment A - "High Point Community Assessment," reference specifically Appendix C;
- (7) Ensure that young people are provided with the training and support needed to take on new levels of responsibility and decision-making;
- (8) Recognize and respect the knowledge, experience, and skills that young people have now while still challenging them to enhance these skills and develop new interests and skills; and,
- (9) Increase the involvement of parents and guardians to increase academic success for the youth.

D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

Response / Proposal Content: To facilitate evaluation, proposals should specifically address every element and be organized in the exact order of the outline given below, and must include and address the following information:

- Cover Letter
- Address each of the evaluation criteria below:

Relating to Criterion 1: Service Provider Experience: Describe your agency's experience and expertise with respect to each of the following areas:

- (a) Experience in the development and implementation of successful year-round programs for youth of East African heritage with measurable outcomes and indicators;
- (b) Include a list of all agencies or organizations for which your agency or organization has provided comparable services in the past three (3) years for low-income youth of East African heritage;
- (c) Experience working with low-income youth from East African heritage;
- (d) Description of the Agency and its experience working with East African youth, particularly youth of Somali heritage, since most families of East African heritage originated from Somalia;
- (e) Experience recruiting and retaining qualified managerial-level and direct-service staff who reflect the needs of the population being served and who will be supervising the program;
- (f) Experience involving staff, youth and their parents/guardians in the planning, development, implementation, and evaluation of program activities; and,
- (g) Administrative capacity to assure program monitoring, logistical control and fiscal responsibility.

Relating to Criterion 2: Proposed Program Design: Submit a program design that demonstrates:

- (a) Consistency with the purpose and objectives stated in the Scope of Work above;
- (b) Program description, including community input in the design process, the number of youth to be served, the specific number and types of activities to be provided, involvement of parents in the program, the number of program hours and days of program operation;
- (c) A detailed curriculum, including curriculum for year-round and summer activities;
- (d) Clearly identified program objectives, level of service, and measurable outcomes;
- (e) Clearly addresses how the proposed curriculum and activities address issues identified in the community assessment (Attachment A - "High Point Community Assessment," reference specifically Appendix C);
- (f) Sound planning, adequate resources, and sufficient administrative capability to ensure quality and coordination in the delivery of services;
- (g) Activities that are realistic, attainable, and of interest to targeted youth;

- (h) Youth involvement in the planning, development, implementation and evaluation of the program;
- (i) Articulation of a clear plan for parents/guardians and family involvement;
- (j) Specific recruitment methods for youth of East African heritage who reside in the High Point community and are of middle- and high-school age;
- (k) Active participation by staff at community events and at meetings of the High Point Resource Coalition;
- (l) Partnerships with other High Point and community-based service providers to maximize resources and implement the best possible programming for youth;
- (m) A plan for tracking referrals to other programs when necessary;
- (n) A system to determine successful participation in the program;
- (o) A plan for outreach to youth who might be hard to reach who are living in SHA rental units; and,

Relating to Criterion 3: Program Evaluation: Describe your plan for program evaluation, using specific measurement tools and participant surveys. The evaluation component must include a strategy to cover the extent to which youth have been involved in designing activities and related decision-making processes.

Relating to Criterion 4: Experience and Expertise of Personnel To Be Assigned to the Program:

Please submit an organizational chart and resumes of staff to be assigned to this effort, or job descriptions showing staffing expectations, including:

- (a) Level of educational attainment;
- (b) Experience in the administration of youth development and youth leadership programs for East African youth;
- (c) Ability to work effectively with low-income youth of East African heritage and their parents/guardian, specifically Somali populations.

Relating to Criterion 5: Proposed Budget, including funding from non-SHA sources: Submit a proposed line-item budget that reflects accuracy, reasonableness, and completeness of proposed costs for a ten (10)-month period, plus the level of funding the Service Provider can contribute to the program through other resources. Budget should include reimbursable expenses/direct costs, including cost to rent space for activities.

SHA expects the successful proposer to operate its program in the Neighborhood House Center at High Point (see Attachment B to this RFP—"The Heart of High Point"). Shared meeting space for programming will be available for use by the successful proposer to this RFP. The rental cost is based on estimated operating costs for 2010. The successful proposer is expected to pay a percentage of operating expenses based on the amount of space used to provide programming at the Center. The successful proposer must sign a one year lease for the spaces to be used. The successful proposer should budget approximately \$11,800 for the first year, and approximately that amount annually for the space cost. Cost may be adjusted depending on actual start date. Proposers will be required to budget funding to cover the space cost and should include this amount in the proposed budget. Rental costs are estimates and could be higher, if operating expenses prove to be higher. Final rental cost must be negotiated with the Property Management Administrator upon signing a lease.

Note: The successful proposer will need to adhere to the High Point Neighborhood Center's Green Building Standards, which include use of electronic equipment. All electronic equipment needs to conform to the green standards for the building. For more information, go to: <http://www.nhwa.org/high-point-capital-campaign/green-living/index.php>

- **Provide resumes for the key personnel** named in your response. Please limit each resume to a maximum of three (3) pages.
- **In addition, the proposal must:** Include a list of three references for which the firm or team members have performed similar work in the last five (5) years (including agency or business name of client, contact person, address, telephone number and e-mail address, if available).

E. CONSULTANT EVALUATION CRITERIA

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

Service Providers 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 Service Provider and any sub-consultants agree that any costs, prices, 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		Weighting (Max. Points)
1	<u>Service Provider Experience</u> (See Section D above for a complete description of this Criterion.)	20
2	<u>Proposed Program Design</u> (See Section D above for a complete description of this Criterion.)	25
3	<u>Program Evaluation</u> (See Section D above for a complete description of this Criterion.)	15
4	<u>Experience and Expertise of Personnel To Be Assigned to the Program</u> (See Section D above for a complete description of this Criterion.)	20
5	<u>Proposed Budget, including funding from non-SHA sources</u> (See Section D above for a complete description of this Criterion.)	20
MAXIMUM TOTAL POINTS		100

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 proposers 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 Service Provider 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.

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

H. ADMINISTRATIVE INFORMATION

- 1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

- 2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer [Service Provider] 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. **Section 3 Contract Language:** The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.
 1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor [Service Provider] agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2)

with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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 Non-procurement 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 within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Service Provider. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Service Provider, 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 Service Provider 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 a sample of 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](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:

1. Prior to undertaking any work under this Contract, the Service Provider 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 Service Provider, its agents, representatives, employees and/or subcontractors.
2. The Service Provider's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Service Provider's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Service Provider'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 Service Provider 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 Service Provider during the term of this Contract. The Service Provider 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 Service Provider's contact with minor children, the Service Provider 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
 - \$1,000,000 per Claim/Aggregate
4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Service Provider 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 Service Provider is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Service Provider 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 and, if applicable, any Limited Partnerships and/or Condominium Associations included in the Contract, must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Service Provider. 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 Service Provider 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 Service Provider shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Service Provider's coverage of subcontractors under the Service Provider's policies is not excluded by any policy provision or endorsement. Alternatively, the Service Provider shall:
 - a.) Obtain from each subcontractor not insured under the Service Provider'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 Service Provider's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Service Provider 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.

11) Criminal Background Investigation: The selected Service Provider shall conduct a criminal investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or any minor. In addition, a criminal investigation shall be performed for any person performing work under this Contract who needs special entry into SHA buildings, is given temporary use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report. In the event a background check provides evidence of a felony conviction within the past seven years, the results of that investigation shall be disclosed to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the selected Service Provider agrees, if requested by SHA, to replace such person with an individual acceptable to SHA.

12) Ownership of Property: Property acquired with funds received from SHA pursuant to the contract resulting from this RFP which cost in excess of One Thousand Dollars (\$1,000) or more per item and which has a useful life of one year or more shall become the property of SHA and shall be considered to be only on loan to the selected Service Provider.

The selected Service Provider shall use such property only for purposes authorized in the contract resulting from this RFP, exercise reasonable care for its maintenance, and be responsible for any loss, damage or disappearance. The selected Service Provider shall clearly identify the property as belonging to SHA, and furnish titles, license agreements or such other documents as may pertain to the acquisition of said property to SHA.

Upon expiration or earlier termination of the contract resulting from this RFP, all such property and all finished or unfinished documents and materials prepared by the selected Service Provider with contract funds conveyed through the contract shall, at the option of SHA, be considered the property of SHA and forwarded to SHA at its request.

**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	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500

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.

ART BY COMMUNITY GATHERING ATTENDEES



HIGH POINT COMMUNITY ASSESSMENT

FINDINGS AND RECOMMENDATIONS REPORT

JUNE 2009



