



REQUEST FOR PROPOSALS

(SOLICITATION NO. 5062)

for

Summer Youth Programming at NewHolly and/or High Point

TABLE OF CONTENTS

A. INTRODUCTION.....	1
B. SUBMITTAL REQUIREMENTS.....	2
C. SCOPE OF WORK (Applies to both Communities).....	4
D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL.....	9
E. SERVICE PROVIDER EVALUATION CRITERIA.....	10
F. SELECTION PROCESS	12
G. CONTRACT NEGOTIATIONS.....	13
H. ADMINISTRATIVE INFORMATION.....	13

ATTACHMENTS:

Vendor Fact Sheet

Section 3 Business Certification and Resident Employment Plan

Suspension and Debarment Compliance Certificate for Consultant

Suspension and Debarment Compliance Certificate for Sub-Consultants (if applicable)

Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)

For-Profit Subgrantee and Contractor Certifications and Assurances Form

RFP Issued On:	Proposal Due:
Thursday, April 5, 2018	2:00 p.m., Monday, April 30, 2018

Seattle Housing Authority

Request for Proposals (Solicitation No. 5062)

Summer Youth Programming at NewHolly and/or High Point

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) for itself or as an agent for another SHA related entity (hereinafter "SHA"), is soliciting Proposals from qualified individuals, organizations and businesses (hereinafter "Service Provider" and/or "Consultant") interested in performing summer youth programming at NewHolly and/or High Point communities in Seattle, as further described in Section C – Scope of Work below.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 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.

The mission of the Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and self-sufficiency for people with low incomes. SHA provides long-term, low-income rental housing and rental assistance to more than 34,000 people in Seattle. SHA owns and operates approximately 8,000 units at nearly 400 sites throughout the city. SHA also administers more than 10,000 Housing Choice Vouchers, enabling low-income residents to receive rental assistance throughout the Seattle housing market. SHA, an independent public corporation established in 1939, is governed by a seven-member Board of Commissioners, two of whom are SHA residents. Commissioners are appointed by the Mayor and confirmed by the City Council. More information is available at www.seattlehousing.org.

- 3) **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.
- 4) **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	First floor Conf. Room SHA Central Office 109 Queen Anne Ave N Seattle, WA 98109	Friday	04/13/18	10:00 am
Deadline for Questions	N/A	Tuesday	04/17/18	2:00 pm
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
Mail To: Seattle Housing Authority Attn: Don Tucker Sr. Contract Administrator P.O. Box 19028 Seattle, WA 98109-1028	OR Hand Deliver To: Seattle Housing Authority Attn: Don Tucker Sr. Contract Administrator 190 Queen Anne Ave. N. Seattle, WA 98109	Monday	04/30/18	2:00 pm

Questions: Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to Don Tucker, Sr. Contract Administrator at don.tucker@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/consulting/requests/>. It is the responsibility of proposers to check this website before submitting and downloading any addenda issued. If you are unable to download the addenda, you may call the Sr. Contract Administrator, Don Tucker at 206-615-3475 to have a copy of the addenda mailed or e-mailed to you.

Pre-Submittal Meetings: Proposers are strongly encouraged to attend one of the two scheduled Pre-Submittal Meetings 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.

SHA is requiring separate Proposals for each community you are submitting for. Please indicate which community you are proposing for in your cover letter for that submittal. All NewHolly community proposals will be evaluated against each other and all High Point community proposals will be evaluated against each other. If different proposers are selected for the two communities, there will be separate Contracts, one for NewHolly and one for High Point. If the same proposer is evaluated and rated highest for both communities, both communities can be included in one Contract.

Proposals should be limited to a maximum of 8 pages single sided, or 4 pages double sided in no smaller than 12 point font on 8½" by 11" sheets. The following are NOT INCLUDED in the page limit mentioned above: vendor fact sheet, your cover letter, resumes, Section 3 form, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), and the Suspension and Debarment Certificate for Consultant. Your **cover letter** should express your interest in performing the work and identify the community that Proposal is for. 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 6 copies of their proposal for each community you are submitting for** 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.

- Vendor Fact Sheet
- Section 3, Business Certification and Resident Employment Plan Form
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

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 RCW 42.56 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 (Applies to both Communities)

The Service Provider shall perform, but not be limited to, the following tasks:

- 1) Hire and/or identify a coordinator to lead the project. Coordinator should lead and monitor all aspects of the project, including offering training, coaching and on-going guidance to community providers. We anticipate the need for 350 to 500 hours of coordination for each community. Based on the timing of this solicitation, it may be necessary to have more than one coordinator for programming in 2018;
- 2) Hire and/or identify an on-site lead for each community. On-site leads should partner with SHA Community Builder and serve as the main contract for on-site programming;
- 3) Provide background checks for all staff and volunteers who will work with youth. The background check plan should be clearly laid out in the proposal and the details of the plan will be reviewed by SHA's Risk Management team;
- 4) Offer insurance that covers all activities, volunteers and youth within the programming, or include a partnership that ensures this coverage is available;
- 5) Work with SHA Community Builders to identify key service providers and community members to work with. Provide stipends and funding to these partners for services. Funding to these partners must be available up-front; SHA will reimburse the contracted service provider;

- 6) Identify what activities and services already exist in the communities; create calendar of current local services
- 7) Identify best times for the community to provide services (for example, do families get up early or late? Do youth tend to have summer school or cultural programming that affects their day?);
- 8) Work with community members and community providers to provide a wide variety of free activities for youth living in the SHA community you are submitting for;
- 9) Create a tracking system to ensure that the programs are able to track how many SHA youth (i.e., youth who live in housing subsidized by SHA) are served including demographics and identifying unduplicated totals;
- 10) At least 1/3 of activities should be sports and recreation activities. This means that about 1/3 of total participants served should engage in sports and recreation activities and that about 1/3 of activities by time on the calendar should be sports or recreation related. Approximately 1/3 of programming should be arts of various kinds. The remaining 1/3 of programming may be arts, sports or other activities of interest identified by the community;
- 11) Proposals that include working with community members to lead program activities (such as a few parents to lead and coach soccer and/or hiking adventures) will receive higher scores. These community members can serve as volunteers and/or be paid for their services;
- 12) Create community calendar of activities that includes activities that are part of this contract as well as activities that are available in and near the community offered by other providers. Distribute this calendar widely, including using SHA free door hanging at the end of each month. Initial calendar should be available as soon as possible and not later than May 15, 2018. Updates should be made and circulated;
- 13) Offer programming indoors and in SHA community parks. SHA would like to see more positive activities for youth in our parks outdoor during the summer. High Point has tent canopies available for use during lightly rainy and/or very hot outdoor programming days. Activities should take place in parks and other community spaces to be identified by the Service Provider.
- 14) Provide a menu of educational, arts and recreational activities for at least 125 unduplicated multiethnic youth living in each community ages 6-19; approximately 75 of these youth should be ages 9-13. Youth of all income levels may be served through this contract. Approximately 125 youth should be served at NewHolly, and approximately 125 should be served in the High Point community. See *example* in Table 1, below.
- 15) Activities for the youth shall include a wide variety of activities to respond to various interests and needs, such as: fitness-oriented activities, arts and crafts, field trips, educational components, service learning projects, environmental activities, and soccer. Service provider shall work closely with SHA identified community stakeholders to adjust activities and times to meet the needs of the community. Activities offered shall appeal to all genders, and may include gender-specific activities.

- 16) Activities should be free for SHA residents. Activities may include one-time events as well as on-going classes. Residents have indicated that they prefer a menu of services that they can sign up for and/or drop into at various times throughout the day based on their schedule. SHA is not looking for a summer camp that lasts all day long for a few youth, but rather a number of different classes and activities some of which allow registration while others allow drop in attendance. Please see Table 1, below for an *example*.
- 17) Activities may include, but are not limited to the following:
 - a) Weekly activities offered through external instructors, agencies or community members. Activities may be provided by subcontractors or through Service Provider, and may include external activities provided youth are offered the means to get to the activity. Examples of possible activities offered include a variety of sports and educational activities, including swimming, sewing, drill team, basketball, soccer, group games, cooking, and gardening. Soccer is particularly encouraged as part of the proposal.
 - b) Field trips shall incorporate art and physical activity components, these could include, but are not limited to: photography, art, and history, and physical movement.
 - c) Special events.
 - d) Educational components may include a focus on a variety of topics, including environmental education, as well as service learning, job skills, and college preparation. Other examples of activities include craft activities, arts, games, and a variety of other activities with the input of the youth and teens to make each day exciting and fun. The purpose of combining the many different activities planned is to provide children and teens with exciting, enriching and educational programming during the summer.
- 18) If a Summer Sack Lunch Program is offered at NewHolly and/or High Point in 2018, work with the youth and families to support their participation in the program. This may include providing activities to support the lunch program. If a summer lunch program is not offered, strong proposals will include a plan to apply to be a summer lunch site through this contract;
- 19) Support an environment that promotes a continuous dialogue between the various ethnic groups in the community and that reinforces positive connections between youth in an effort to overcome ethnic divisions and strife;
- 20) Recruit youth to programming and activities provided through this contract as well as those through partner organizations that target SHA youth.
- 21) Work with other providers to offer complimentary activities to the youth during the programming hours;
- 22) Conduct timely and robust outreach to the parents and youth of the communities in several different formats, including but not limited to; participation in community fairs, door to door and phone calls, flyers distribution and posted in areas frequently used by parents and youth; partner with SHA Community Builders for community specific outreach; local SHA community newspapers;
- 23) Organize the parents of the youth to participate and play a role in the programming;

- 24) As possible, offer opportunities, training and support for young people to take on leadership, responsibility and decision-making within the process of developing summer activities; and,
- 25) 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.
- 26) Please note that this funding cannot serve as a match to pay for services already funded in part through SHA. This funding is released to ensure that services are available for youth in these communities in addition to those already funded through SHA.

Table 1: *Sample* monthly schedule (please note, this is only an example and not meant to direct actual programming times or choices):

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 12pm – Lunch at community Center 3pm – Drawing in the Park 4pm – Basketball at SHA court	3 12pm – Lunch at community Center 4pm - Soccer	4 12pm – Lunch 3pm – Drawing 4pm – Basketball at SHA court	5 10am – Soccer 12pm – Lunch 2pm – Double Dutch 3pm – Theater 4pm – Programming at Parks and Rec Center	6 12pm – Lunch 3pm – Teen internship workshop 4pm – Soccer	7 3pm – Music 4pm – Programming at Parks and Rec Center
8	9 12pm – Lunch 3pm – Drawing in the Park 4pm - Basketball	10 12pm – Lunch 3pm - Music 4pm - Soccer	11 12pm – Lunch 3pm – Drawing 4pm - Basketball	12 10am – Soccer 12pm – Lunch 2pm – Double Dutch 3pm – Theater 4pm – Programming at Parks and Rec Center	13 12pm – Lunch 4pm – Soccer	14 Special event: BBQ for the community 4pm – Programming at Parks and Rec Center
15	16	17	18	19	20	21 3pm – Music

Field Trip: Baseball Game	12pm – Lunch 3pm – Drawing in the Park 4pm - Basketball	12pm – Lunch 4pm - Soccer	12pm – Lunch 3pm – Drawing 4pm - Basketball	10am – Soccer 12pm – Lunch 2pm – Double Dutch 3pm - Theater	12pm – Lunch 3pm – Teen internship workshop 4pm – Soccer	4pm – Programming at Parks and Rec Center
22	23 12pm – Lunch 3pm – Drawing in the Park 4pm - Basketball	24 12pm – Lunch 3pm – Music 4pm - Soccer	25 12pm – Lunch 3pm – Drawing 4pm - Basketball	26 10am – Soccer 12pm – Lunch 2pm – Double Dutch 3pm – Theater 4pm – Programming at Parks and Rec Center	27 12pm – Lunch 3pm – Teen internship workshop 4pm – Soccer	28 Field Trip: Hiking at Snow Lake 8pm – Late night teen programming

Project Target Population: SHA’s target population for this Solicitation is elementary through high-school aged youth living in SHA’s High Point and NewHolly communities as well as SHA youth living in the surrounding communities. Additional communities may be added if new funding becomes available. A large part of the population is composed of immigrants and refugees and the youth in these communities speak over a dozen languages. As of winter 2018 there are 1000 SHA youth residents ages 5-18 living in High Point SHA housing; approximately half of these residents are between ages 9-15. The population of High Point is highly diverse, with 72% of the population identifying as black, 13% identifying as Asian and 9% identifying as white. The most common language is Somali, followed by English, Vietnamese, Cambodian, Oromo and Spanish.

As of winter 2018 there are 851 SHA youth residents ages 5-18 living in NewHolly SHA housing; approximately half of these residents are between 9-15. The population of NewHolly is highly diverse, with 76% of population identifying as black, 19% identifying as Asian and 3% identifying as white. The most common language is Somali, followed by Vietnamese, English, Tigrinya, Amharic, Cambodian and Oromo. SHA is seeking Service Provider(s) and projects that are appealing and utilized by youth representative of this diverse population. SHA expects the selected Service Provider to offer services to a representative cross section of the population of each community.

Program Space: Service Provider(s) must have a plan to access space to serve youth from these communities. Programming may be offered within the SHA communities. Some programming may be offered in a location that is readily accessible to the target youth. If transportation is required, the service provider must offer transportation. If Service Provider(s) plan to access space in SHA communities, proposal should include information on how they will do so. Shared space may be necessary in these communities, as SHA does not necessarily have space available for all activities. SHA

staff can help make connections around space, but they are not responsible for securing space. If there are costs for space, Service Providers must plan ahead for those costs. Space costs can be a line item in the budget for this Solicitation.

Schedule: It is anticipated that the bulk of the work will be performed between June 2018 and September 2018. Some services may extend into fall/winter 2018.

Anticipated Contract Duration: SHA expects to execute a Contract for the requested services for the scheduled dates shown above. If necessary, and at SHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract.

Estimated Amount: The estimated range of cost for the Contract to be executed based on this solicitation is between \$25,000 and \$54,000 per community. This funding represents funding for startup costs, administration, coordination, background checks, insurance, and direct services.

D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

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

- A cover letter that includes:
 - a) An expression of your interest in performing the work
 - b) The name, telephone number and e-mail address of who your contact person is for this solicitation
 - c) Signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf
- Your response to each of the Evaluation Criteria noted below
 - Relating to Criterion 1: **Women and Minority Business (WMBE) Inclusion Plan** Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).
 - Relating to Criterion 2: Describe organization and provide evidence of the Proposer's ability to perform the work as described in the scope of work. Please provide information including past experience doing similar work and professional and technical experience of the staff to be assigned to this project. Please include experience working with the target age group and ethnicities.
 - Relating to Criterion 3: Provide a detailed description of current or planned background check system and practice as well as evidence of current or planned insurance that will cover the activities proposed as part of this project.
 - Relating to Criterion 4: Provide evidence of administrative capacity of Proposer to conduct the services proposed as part of this project.
 - Relating to Criterion 5: Provide a project plan with description of coordination, services to be provided as well as specific organizations or individuals to provide these services if applicable. Please refer to Scope of Work for guidance on types of services and target audience for services.

- Relating to Criterion 6: Describe location of services. Services offered in the community with pre-identified space to receive higher points. Proposers who offer a variety of locations include indoor and outdoor activities to receive higher points.
 - Relating to Criterion 7: Describe your plan for sports and outdoor recreation programming, including soccer.
 - Relating to Criterion 8: Describe your plan for arts programming. This programming could include visual arts, music, theater or other arts activities.
 - Relating to Criterion 9: Proposers with plans to directly coordinate with a variety of individuals and service providers rather than providing the bulk of services in-house receive bonus points. Proposers can receive two points for each letter of support from a local community member, teaching artists, or small organization that describes a specific partnership and service plan. Up to 20 points available in this category.
 - Relating to Criterion 10: Proposers with an already-identified individual with skills to do coordination of services receive 5 points.
 - Relating to Criterion 11: Proposers with current direct experience in the target communities receive 5 points.
 - Relating to Criterion 12: Include evaluation plan including feedback loop and system to make changes based on results of feedback and evaluation.
 - Relating to Criterion 13: Budget: Proposed budget will be evaluated based on the accurateness, reasonableness, and completeness of proposed costs, plus the level of funding the agency can contribute to the program. Please show services and reimbursable expenses/direct costs as separate line items.
- A list of three references that includes:
 - a) Agency or business name of client
 - b) Contact person at that agency or business
 - c) Address of agency or business
 - d) Telephone number and/or e-mail address for the Contact person

Include a list of at least three references for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)

Your proposal shall not exceed 8 pages. Your cover letter and any forms required to be included with your proposal do not count toward the maximum number of pages.

Attachments to be Included with Your Proposal: The following forms are attached to this RFP: You must complete and attach the forms listed below with your proposal:

- Vendor Fact Sheet
- Section 3 Business Certification and Resident Employment Plan
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Certifications and Assurances Form
- Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)

E. SERVICE PROVIDER 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. 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 two hundred twenty points will be utilized to evaluate the qualifications of each proposer:

Evaluation Criteria		Maximum Points
1	<u>Women and Minority Business Enterprise (WMBE) Inclusion Plan</u> (See Section D above for a complete description of this Criterion.)	20
2	<u>Organization and ability to perform the work.</u> (See Section D above for a complete description of this Criterion.)	20
3	<u>Current or planned background check system and practice.</u> (See Section D above for a complete description of this Criterion.)	10
4	<u>Evidence of administrative capacity.</u> (See Section D above for a complete description of this Criterion.)	10
5	<u>Project Plan.</u> (See Section D above for a complete description of this Criterion.)	70
6	<u>Location of Services.</u> (See Section D above for a complete description of this Criterion.)	10
7	<u>Sports and Outdoor Recreation.</u> (See Section D above for a complete description of this Criterion.)	8
8	<u>Arts Programming.</u> (See Section D above for a complete description of this Criterion.)	8
9	<u>Coordination with Others.</u> (See Section D above for a complete description of this Criterion.)	20
10	<u>Coordination of Services.</u> (See Section D above for a complete description of this Criterion.)	5
11	<u>Experience in Target Communities.</u> (See Section D above for a complete description of this Criterion.)	5

12	<u>Evaluation Plan.</u> <i>(See Section D above for a complete description of this Criterion.)</i>	8
13	<u>Proposed Budget.</u> <i>(See Section D above for a complete description of this Criterion.)</i>	26
MAXIMUM TOTAL POINTS		220

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 or proposers 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 or proposers with the highest-scoring proposal(s);
2. In the event that interviews are held, for the proposer or proposers with the highest-scoring proposal(s) and interview(s).

In the event that information obtained from the reference checks reveals concerns about any 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://seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified Proposer or Proposers, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with any of the highest ranked firms, it may negotiate with the next highest ranked firm or firms, proceeding in turn to each firm that SHA has determined to be qualified, in order of rank. If agreement cannot be reached with any qualified firm, SHA reserves the right to cancel the solicitation.

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

H. ADMINISTRATIVE INFORMATION

1) **Small and/or Disadvantaged Business Enterprise Requirements:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP. As outlined in more detail in Section D, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.

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 one original proposal, the Section 3 Business Certification and Resident Employment Plan 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 agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers

representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor 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.
- 3) **Basic Eligibility:** By submitting for this Solicitation:
- A. Proposer represents that it is licensed to do business in the State of Washington and it has a state Unified Business Identifier (UBI) number.
 - B. Proposer represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer further represents that by submitting a Proposal and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Proposer understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this RFP of Proposer's sub-contractors' (if applicable) eligibility.
 - C. Certification and Representations of Offerors Form: The Service Provider shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.
- 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) **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.
- 7) **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.
- 8) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Service Provider must submit a completed and signed Certifications and Assurances Form (copy attached to this RFP) for itself and each sub-consultant, if known will be utilized on the Contract. Such form shall be submitted to SHA with the one original submittal for this RFP.
- 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)

SHA's standard contract document is intended to guide you in developing your proposal. The actual contract that the successful Proposer and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

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

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, Service Provider shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Service Provider's insurance by Owner shall not relieve or decrease the liability of Service Provider.

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 Owner, will be cause for such action as may be available to Owner under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

A. **General Insurance 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 Owner, 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 (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Service Provider's insurance by Owner shall not relieve or decrease the liability of Service Provider.
 2. The Service Provider's insurance shall be primary as respects Owner, and any other insurance maintained by Owner 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. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by Owner. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.
- B. Insurance Coverage and Terms: 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. Service Provider shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) 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, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, 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 Owner'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/disease

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 (CSL) coverage

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.

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

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Service Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Service Provider is authorized to engage sub-consultants, each sub-consultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by Owner.

6. Cyber Liability: When applicable, the Service Provider shall provide Cyber Liability coverage including both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

\$1,000,000 each Occurrence

Cyber liability coverage can be either stand alone or included within the Professional liability policy

7. Commercial Crime Insurance/Employee Theft Insurance. When applicable, a policy of Commercial Crime Insurance/Employee Theft Insurance including third party coverage in favor of OWNER with the following minimum coverage:

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non-contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.
- D. Waiver of Subrogation: Service Provider's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Service Provider's liability to the Owner. Payment of deductibles shall be the responsibility of the Service Provider.
- F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Service Provider or of any of their respective insurers. The Service Provider shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Service Provider whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Service Provider are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Service Provider specifies lower minimum limits than those specified for or maintained by the Service Provider.
- G. 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 Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Service Provider. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
 3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
 4. The Service Provider shall include all sub-consultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Service Provider's coverage of sub-consultants under the Service Provider's policies is not excluded by any policy provision or endorsement. Alternatively, the Service Provider shall:

- a.) Obtain from each sub-consultant 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 (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Service Provider's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Service Provider shall not permit any required insurance coverage to expire during the term of this Contract.
 6. Owner 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.
- H. Criminal Background Investigation: The Service Provider shall conduct a criminal background 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 vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given 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 or if the employee, volunteer, subcontractor or sub-consultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or sub-consultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Service Provider agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
 ATTN: Don Tucker, Sr. Contract Administrator
 190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:

For SHA Use Only:

Name of Business, Organization, or Name of Person (if payment is to an individual):

JDE Vendor No.

Mailing Address for Payments:

City: _____ State: _____ Zip Code: _____ E-Mail Address: _____

Telephone No.: _____ Fax No.: _____ DUNS No.: _____

Washington UBI No.: _____ City of Seattle Business License No.: _____ Washington Contractor's License No.: _____

President/General Manager: _____ Principal products and/or services offered: _____

Type of Organization (check one):

Individual
 Sole Proprietor
 Partnership
 Corporation
 Governmental Agency
 Other _____

Employee Tax ID No. (TIN) or Social Security No. (if Individual): _____

Substitute IRS Form W-9 Certification:

Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, and that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). **Note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE →	Signature of U.S. Person	Date
------------------------	---------------------------------	-------------

Ownership Status (check all that apply):

Racial/Ethnic Status (check one):

MBE (Minority-Owned Business Enterprise)
 WBE (Women-Owned Business Enterprise)
 MWBE (Minority / Women-Owned Business Enterprise)
 CBE (Combination Business Enterprise)
 Small Business **HUD Section 3 Business**
 Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)
 Self-Identified (SHA may request a signed statement re: self-certification)

Caucasian (1)
 African American (2)
 Native American (3)
 Hispanic American (4)
 Asian/Pacific American (5)
 Hasidic Jews (6)

Method of Contract Payments: As outlined on the reverse side of this form, for contracts over one million dollars, SHA's method of contract payments is through an electronic virtual credit card issued by SHA's e-payables vendor, Bank of America. Unless SHA grants a waiver, Vendors will receive an enrollment form from SHA following issuance of a contract.

SIGN BELOW:

Signature of Authorized Representative of Vendor:	Date:
---	-------

By signing immediately above, the Vendor hereby represents the following:

- a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at http://seattlehousing.org/business/guidelines/pdf/Purchase_Order_Terms_Conditions.pdf.

Vendor Fact Sheet Instructions

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

Substitute IRS Form W-9 Certification: In completing the Vendor Fact Sheet, you must sign the "Substitute IRS Form W-9 Certification" or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word "and" in line two, through the end of line five, before signing the form. Detailed instructions about IRS Form W-9 are included on the form, which may be obtained by calling our office at (206) 615-3379 or visiting the IRS web site at www.irs.gov.

Certification of Eligibility: In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/portal/public/SAM/> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Brenda Mix, SHA's Accounts Payable Manager, at 206-615-3421 or bmix@seattlehousing.org.

Small Businesses: *The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.*

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.

Seattle Housing Authority

Section 3 Business Certification

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

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contract at:
http://seattlehousing.org/business/guidelines/pdf/Consultant_professional_services_contract.pdf

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) A completed and signed Individual Certification form for each Section 3 qualified person or persons is required to be submitted.
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
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. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

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

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 56,200	\$64,200	\$ 72,250	\$ 80,250	\$ 86,700	\$ 93,100	\$ 99,550	\$ 105,950
Pierce County	\$ 41,800	\$ 47,800	\$ 53,750	\$ 59,700	\$ 64,500	\$ 69,300	\$74,050	\$ 78,850

Section 3 Statement: Please check the appropriate box below.

- My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

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

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

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 the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

For consulting contracts only:

- Firms are required to include this Section 3 Resident Employment Plan (hereinafter "Plan") in their submittal showing, if applicable, the hiring of Section 3 residents to perform the work contemplated by the submittal.

In order to fulfill its Section 3 obligations, the Consultant may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Consultant expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan, if applicable, should also address the Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

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) 913-9227.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

By signing below, the Consultant certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Consultant's Firm Name: _____

Address: _____

City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Consultant's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Consultant's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation).

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

The Prime Consultant may use this form if the Prime can verify that their Sub-Consultants named below, nor any of their principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form to each sub- consultant to be completed and returned.

Prime Consultant's Name: _____ certifies that neither any of the sub- consulting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub- consultant hired after submission of this certification.
- A renewal certification for every sub- consultant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime Consultant may elect to submit a separate certification signed by each sub- consulting firm to SHA as evidence of sub- consultant eligibility. It is the Prime Consultant's responsibility to initiate, obtain, and provide all such individual sub- consultant certifications to SHA.)

Prime Consultant's Signature	Printed Name	Title	Date

Sub- Consultant Firm Listing: (If sub- consultants are not involved in the project, please enter NONE.)

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- consultants.

Please contact Don Tucker, Sr. Contract Administrator at 206-615-3475 or by e-mail at don.tucker@seattlehousing.org if you have any questions regarding compliance with this requirement.

**Certifications and
Representations
Of Offerors
Non-Construction Contract**

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding / offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

**For-Profit Subgrantee and Contractor
Certifications and Assurances**

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this “Certifications and Assurances” form certifying that they will comply with the specific federal requirements described below. The parties who must sign a “Certifications and Assurances” form are defined below:

- **Subgrantees:** These are for-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Housing Authority contracts with for goods or services on any HOPE VI project.

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and for-profit Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

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