AD REQUEST FOR PROPOSALS Coin Operated Laundry Equipment and Maintenance of Laundry Facilities

The Seattle Housing Authority (SHA) is seeking a qualified service provider to install and maintain efficient, reliable, water- and energy-saving coin- and/or coinless clothes washing machines and dryers for SHA residents and to maintain the related laundry facilities.

<u>Obtaining the RFP:</u> Visit our website at https://www.seattlehousing.org/do-business-with-us/solicitations 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 Don Tucker, Sr. Contract Administrator at (206) 615-3475.

<u>Questions</u>: Any questions or requests for further information must be submitted in writing no later than 2:00 p.m. on Friday, August 23, 2019 to the Sr. Contract Administrator noted above by fax at (206) 615-3410, by e-mail at <u>purchasing@seattlehousing.org</u>, or by mail at the address below.

<u>Submission Deadline:</u> Proposals (one original and five copies), must be received not later than 2:00 p.m. on Monday, September 9, 2019 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: Don Tucker, Sr. Contract Administrator
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

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

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

Jena Richmond Contracts and Procurement Manager

CONSULTANT REGISTRATION FORM

If you plan on submitting a Proposal for this project, please complete this registration form and e-mail it to Don Tucker, Sr. Contract Administrator at Purchasing@seattlehousing.org so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 5270

Coin Operated Laundry Equipment and Maintenance of Laundry Facilities

Name of Firm:	
Business Address:	
-	
Contact Information:	
Name:	
Title:	
Telephone #:	
Fax #:	_
e-mail:	

Thank you.

Seattle HOUSING AUTHORITY

REQUEST FOR PROPOSALS

(SOLICITATION NO. 5270)

for

Coin Operated Laundry Equipment and Maintenance of Laundry Facilities

TABLE OF CONTENTS

A.	INTRODUCTION	
В.	SUBMITTAL REQUIREMENTS	2
C.	SCOPE OF WORK	4
D.	INFORMATION TO BE PROVIDED IN YOUR PROPOSAL	8
E.	CONSULTANT EVALUATION CRITERIA	9
F.	SELECTION PROCESS	10
G.	CONTRACT NEGOTIATIONS	11
Н.	ADMINISTRATIVE INFORMATION	11

ATTACHMENTS:

- 1 Equipment and Community List
- 2 Equipment Specifications
- 3 Organizational Plan
- 4 Previous Experience and Ability to Perform the Work
- 5 Commission

OTHER 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

EXHIBIT A - SHA's Inclusion Plan Form

RFP Issued On:	Proposal Due:
Tuesday, August 13, 2019	2:00 p.m., Monday, September 9, 2019

Seattle Housing Authority

Request for Proposals (Solicitation No. 5270)

Coin Operated Laundry Equipment and Maintenance of Laundry Facilities

A. INTRODUCTION

1) <u>General:</u> The Seattle Housing Authority (SHA) is seeking a qualified service provider to install and maintain efficient, reliable, water- and energy-saving coin- and/or coinless clothes washing machines and dryers for SHA residents and to maintain the related laundry facilities.

The successful proposer shall coordinate removal and replacement of the existing equipment, and install all new dryers and ENERGY STAR-rated washers, all at the Service Provider's expense. Washers and dryers shall have varied cycles and be ADA accessible. Such equipment shall be connected to existing electric, water and sewer lines serving the community laundries in which the equipment is to be placed. The successful proposer shall pay SHA an agreed-upon commission of the gross income from the operations of said equipment. A commission price for the machines shall be submitted in the proposal (see Attachment 5).

2) <u>Seattle Housing Authority Background:</u> 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) SHA Inclusion Plan: SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational Inclusion Plan goal in the use of minority-owned and womenowned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses and to provide meaningful opportunities to those firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.

Also, SHA requires the good-faith effort to include women, minority, economically disadvantaged, Section 3 or other low-income residents in their firm's in-house team makeup for this Contract. This Equal Employment Opportunity (EEO) does not count towards the meeting of the Inclusion Plan goals, but it could be helpful to evaluators in determining your firm's good-faith efforts.

Good-faith efforts will be considered in the evaluation process for selecting a qualified firm. Please complete Exhibit A – SHA Inclusion Plan Form attached hereto and include it with your Proposal. Proposals that do not include a completed Exhibit A will not be considered in the evaluation process.

4) <u>Cooperative Purchasing:</u> 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
Deadline for Questions	N/A	Friday	08/23/19	2:00 p.m.
SUBMITTA	L DEADLINE AND DEL	IVERY INF	ORMATION	
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	09/09/19	2:00 p.m.

<u>Questions</u>: 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 <u>purchasing@seattlehousing.org</u>.

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.

<u>Submittal:</u> 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 maximum of 10 pages single sided, or 5 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: your cover letter, vendor fact sheet, resumes, Section 3 form, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), the Suspension and Debarment Certificate for Consultant and SHA's Inclusion Plan Form. Your cover letter should express your interest in performing the work. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

- 1) Required number of copies: Proposers responding to this RFP shall submit one original and five 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.
 - Commission Percentage (see Attachment 5)
 - 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)

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) <u>Cost of Preparing Proposals:</u> 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.
- 5) 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 perform, but not necessarily be limited to, the following items in this Section C:

1) General Scope of Work:

- a) Install and maintain efficient, reliable, water- and energy-saving coin- and/or, as specified herein, coinless clothes washing machines and dryers for SHA residents and maintain these laundry facilities. The Yesler Terrace buildings, Capital Park and Spring Lake Apartments shall be provided with card-operated laundry equipment; all other buildings shall be coin-operated at this time with the capabilities of card-operated in the future.
- b) Coordinate removal and replacement of the existing equipment, and install all new dryers and ENERGY STAR-rated washers, all at the Service Provider's expense.

Washers and dryers shall have varied cycles and be ADA accessible. Such equipment shall be connected to existing electric, water and sewer lines serving the community laundries in which the equipment is to be placed. The successful proposer shall pay SHA an agreed upon commission of the gross income from the operations of said equipment.

c) As part of the Contract to result from this RFP, SHA is applying for rebates with Seattle Public Utilities for installing Energy-Star equipment. Any such rebates shall be given to SHA. The successful Service Provider shall be required to provide requisite receipts or documentation for these machines to assist SHA in completing the rebate application(s).

See "Sub-Section 3. Detailed Scope of Work" below for specific Scope of Work requirements.

2) Background:

Seattle Housing Authority currently has 263 washers, 228 dryers, 26 stacked dryers and 1 stack combo washer/dryer in the 91 buildings listed on Attachment 1— Equipment and Community List. The existing equipment is owned by CSC Service Works. The vend prices are \$1.25 per washer load and \$0.15 per dryer load for 15 minutes. The selected Service Provider shall service and maintain the current number of machines at the locations described on Attachment 1. Machine counts and locations may be changed by written Change Order at future times under the Contract that will result from this RFP.

3) Detailed Scope of Work:

The selected Service Provider shall perform, but not necessarily be limited to, the tasks for each of the categories below:

a) Equipment:

- 1. Supply and install the corresponding number of washers and dryers specified at each of the locations outlined in Attachment 1. SHA may subsequently request that additional equipment be installed at new properties or at existing laundry rooms. SHA reserves the right to request that the Service Provider perform an evaluation of usage levels prior to installation to ensure industry standards are met. No machines may be added or removed from the SHA properties without the prior written approval of SHA and the Service Provider through an executed Change Order to the Contract to result from this RFP.
- 2. All washers and dryers shall be new, unused, heavy duty, "commercial"-type coin-operated and/or coinless machines, and in the quantity specified on Attachment 1.
- 3. The washing machines shall have variable settings, and be high efficiency, commercial or equivalent machines. All equipment shall meet washing and drying recommendations of current clothing manufacturers regarding wash and wear, permanent press and regular articles of clothing.
- 4. Install a minimum of one washer and one dryer that is ADA accessible in each laundry room, as long as space permits. This equipment shall be positioned to provide the maximum allowable floor space in front of the machine. The

- machine buttons must be operable with a closed fist, without the need to pinch, twist, or grasp.
- 5. Equip each machine with an electronic, non-resettable digital counter that provides verification of information, including but not limited to, cycle counts.
- 6. Install coin mechanisms that are of heavy duty, tamper-proof construction. Each machine shall be convertible to debit-card or coinless card activation. At this time, Yesler Terrace buildings, Capital Park and Spring Lake Apartments shall be provided with card-operated laundry equipment; all other buildings shall be coin-operated at this time with the capabilities of card-operated in the future.
- 7. Install and vent each machine in accordance with the manufacturer's recommendations.
- 8. Affix a permanent label, decal or sign to each machine clearly outlining the machine's operating instructions. Braille and other language translations shall be available upon SHA's request.
- 9. Provide coinless card equipment at Yesler Terrace buildings, Capital Park and Spring Lake Apartments for which the residents will prepay or add credit to their laundry card at the Management Offices. The Service Provider shall supply to the Management Offices the appropriate equipment for loading the cards with credit. The equipment vend prices at these properties shall be the same prices as the coin-operated.
- 10. All equipment shall be connected to existing electric, water and sewer lines serving the community laundries in which the equipment is to be placed, except as otherwise specified herein.

b) Maintenance of the Equipment and Laundry Rooms:

- 1. Service, maintain and ensure that all machines operate in accordance with the manufacturer's recommended performance standards.
- 2. Maintain the equipment and be responsible for cleaning the vent lines and lint filters in accordance with the manufacturer's recommendations.
 - a) Clean all lint filters at least once a month to prevent accumulation of lint and other foreign matter.
 - b) Clean all dryer vents from the dryers to the termination of the vents outside the building. The vent lines shall be inspected annually. All vent lines shall be cleaned as often as needed to allow the equipment to operate within the

- manufacturer's recommended performance standards at the Service Provider's expense.
- c) Keep the areas behind the machines and the machines themselves clear and free from accumulations of dust, lint, or other foreign matter.
- d) Dryer venting and areas behind the machines shall be cleaned after the removal of the old equipment and left free of lint and other foreign matter prior to the installation of the new equipment.
- 3. Provide service for the equipment 24 hours per day and seven days per week. All equipment shall be serviced or replaced within 24 hours of notification by either SHA or a tenant.
- 4. Make a refund to any tenant losing money in a malfunctioning machine within 10 business days of the tenant's initial request for it.
- 5. Promptly attach to any malfunctioning machine an "Out of Order" sign that blocks the coin slots.
- 6. Maintain in prominent view in each laundry room a permanent sign clearly stating the name and address of the Service Provider, direct phone numbers and/or persons to contact for service and for refunds.
- 7. Modifications of the laundry rooms are not permitted without SHA's written approval. Any modifications required to accommodate the Service Provider's equipment will be made at the Service Provider's expense.

8. Maintenance Exclusions:

- a) SHA is responsible for the dryer and washer electrical outlets, and for replacing dryer vent lines, water supply lines and wastewater drain lines in the walls.
- b) The selected Service Provider is responsible for damage to the laundry room or to other parts of the building resulting from malfunction or improper maintenance of the equipment and/or vent lines.

c) Utilities

SHA will provide, pay for and maintain the necessary utility services, including hot and cold water, electricity, heat and gas; provided, however, that the temporary failure of any of the above utilities from any cause whatsoever shall not be a breach of the Contract to result from this RFP, nor shall it render SHA liable to the Service Provider for loss of revenue or consequential damage to its machinery.

d) Revenue Payments

- Pay SHA a commission, a sum equivalent to the negotiated percent of the Service Provider's gross income from business operations conducted. Such payments shall be based on monthly statements of gross income prepared by the Service Provider and submitted on a monthly basis with the payments. The Service Provider is responsible for verifying the accuracy of the collections and statements.
- 2. The revenue checks and statements must be submitted to SHA's Project Manager on a monthly basis by the 25th of the following month (i.e., January report and revenue check must be received by February 25. February report must be received by March 25, etc.). Commission payments to SHA shall be based upon the counter readings for each location and the monetary value associated with each location. The counter readings must be included on the

- monthly payments and shall include both the beginning and ending readings for the payment period for each location.
- 3. The Service Provider shall maintain an accurate and complete account of all receipts and supply any records associated with this account within five (5) business days of SHA's written request.

e) Schedules

- 1. Replacement Schedule:
 - a) Coordinate with Mac Gray, the owner of the existing equipment, and SHA's Project Manager the removal of the existing equipment from the locations listed on Attachment 1 and with the installation of the selected Service Provider's new equipment. The Service Provider shall provide a schedule for equipment replacement for all of the locations to SHA's Project Manager two (2) days after the execution of the Contract. SHA must approve the moving and installation schedule before any equipment may be moved or installed.
 - b) Installation of the new equipment at all of the sites listed on Attachment 1 must be completed within 45 days of the agreed-upon schedule.
 - c) Coordination of the equipment changes for any one building shall allow no more than two (2) days between the removal of the old equipment and the installation of the new equipment.
- 2. All work to be performed under the Contract to result from this RFP shall be performed at the following times:
 - a) During normal business hours (8 AM to 5:00 PM, Monday through Friday).
 - b) No work shall be performed on weekends or holidays unless previously approved by SHA.
- 3. No equipment shall be removed from a building without a minimum of 3 (three) days prior notice to SHA.
- 4. At the end of the final term of the Contract to result from this RFP, the Service Provider shall comply with the negotiated schedule to remove its machines. This schedule shall be negotiated among itself, SHA's Project Manager, and the newly selected Service Provider.

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:

- Cover Letter
- Address each of the evaluation criteria below:
 - Relating to Criterion 1: Equipment Specifications:
 Using the form attached to this document labeled Attachment 2 Equipment Specifications, describe the machines your company proposes to install if it is selected as the successful proposer under this RFP.
 - Relating to Criterion 2: Organizational Plan:
 Using the form attached to this document labeled Attachment 3 Organizational Plan, please address each of the items and in the order requested.
 - Relating to Criterion 3: Previous Experience and Ability to Perform the Work:

Using the form attached to this document labeled **Attachment 4 – Previous Experience / Ability to Perform the Work**, please address each of the items on the form and in the order requested.

- Relating to Criterion 4: Commission Percentage:
 Using the form attached to this document labeled Attachment 5 Commission, ("Percentage of Gross Amount Collected to be Paid to the Seattle Housing Authority"), please provide the requested commission percentage that your firm is proposing to pay to SHA.
- Provide resumes for the key personnel named in your response.
- 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.)

E. CONSULTANT EVALUATION CRITERIA

Consultants' 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 Consultant, 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.

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a proposal, the Consultant 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 (must match the Total Maximum Points for Qualifications in table below) points will be utilized to evaluate the qualifications of each proposer:

	Evaluation Criteria - Qualifications	Weighting (Max. Points)
	Equipment Specifications	00
1	(See Section D above and Attachment 2 at the end of this RFP for a complete description of this Criterion.)	30
	Organizational Plan	
2	(Please see Section D above and Attachment 3 at the end of this RFP	30
	for a complette description of this Criterion.)	
	Previous Experience and Abillity to Perform the Work	
3	(Please see Section D above and Attachment 4 at the end of this RFP	40
	for a complete description of this Criterion.)	
	MAXIMUM TOTAL POINTS FOR QUALIFICATIONS	100

The following criterion with a point system of relative importance will be evaluated by using a Ratio of Cost process where the Proposer with the lowest price receives all the possible points, and all other proposers receive a smaller number of points based on the ratio of their price to the lowest price proposal. Points for Price/Rates will then be added to the Points Assigned for Qualifications by each evaluator.

	Evaluation Criterion – Commissions	
4	Commission Percentage (Please see Section D above and Attachment 5 at the end of this RFP for a complete description of this Criterion.)	50
	MAXIMUM TOTAL POINTS FOR QUALIFICATIONS AND PRICE/RATES	150

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 any point during the evaluation process.

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 consultant accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address:

http://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 a contract for services for potentially 10 years, based on continued satisfactory performance. The initial contract term will be for seven years. At SHA's option, a Change Order may be executed extending the Contract(s) for up to three additional years, along with appropriate adjustments in the scope of work and commission.

H. ADMINISTRATIVE INFORMATION

- 1) <u>Section 3 Requirements:</u> 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. <u>Section 3 Contract Language:</u> 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, I 2 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.
- 2) 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 it 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 Consultant shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.
- 3) 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 Consultant. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 4) <u>Approval of Sub-Consultants:</u> SHA retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.

- 5) <u>Documents Produced:</u> All documents and products created specifically for this Contract by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 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) <u>Funding Availability:</u> 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 Consultant 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) <u>Contract Requirements:</u> 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 link:

https://seattlehousing.org/sites/default/files/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)<u>Insurance:</u> 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, Consultant 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 Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.

Failure of the Consultant to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of 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 Consultant 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 Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.

- 2. The Consultant's insurance shall be primary as respects Owner, and any other insurance maintained by Owner shall be excess and not contributing insurance with the Consultant's insurance.
- 3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
- 4. 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. <u>Insurance Coverage and Terms:</u> The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract. Consultant shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.
 - 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 Consultant's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.

2. <u>Employers Liability or Washington Stop Gap Liability.</u> 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. <u>Commercial Automobile Liability Insurance.</u> 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 Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- 5. <u>Inland Marine / Equipment Floater Insurance.</u> The Service Provider shall maintain a policy of property coverage to cover loss or damage to its equipment while on Seattle Housing Authority property. Coverage shall be in an amount equal to replacement value of the equipment.
- 6. <u>Commercial Crime Insurance/Employee Theft Insurance.</u> 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. <u>Waiver of Subrogation</u>: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. <u>Deductibles or Self-Insured Retention:</u> 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 Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant.
- 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 Consultant or of any of their respective insurers. The Consultant 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 Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.

G. Proof of Insurance and Insurance Expiration:

- 1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
- The Owner must be included as an Additional Insured on a primary and noncontributory basis on all Commercial General Liability and Automobile Liability policies of the Consultant. 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 Consultant shall include all sub-consultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of sub-consultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - a.) Obtain from each sub-consultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - 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 Consultant'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 Consultant 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 Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and subconsultants 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 Consultant 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.

Attachment 1 - List of Buildings

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

			Equip	Equipment		
Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
Baldwin Apartments	1305 E Fir St	15	2		-	
Ballard House	2445 NW 57th St	78	3	3		
Barton Place	9201 Rainier Av S	89	3	3		
Bayview Tower	2614 4th Av	86	4	9		
Beacon Acres	1545 12th Av S	2	l	1		
Beacon Tower	1311 S Massachusetts	108	3	3		
Bell Tower	2215 1st Av	119	4	4		
Bitterlake Manor	620 N 130th St	72	3	ဧ		
Blakeley Manor	2401 NE Blakeley	70	က	8		
Blue Topaz	14349/14355 32nd Ave NE	12	3	3		
Cal-Mor Circle	6420 California Av SW	73	3	3		
Capital Park	525 14th Av E	125	4	4		
Carroll Terrace	600 5th Av W	26	-	_		
Cedarvale House	11050 8th Ave NE	118	2	5		
Center Park	2121 26th Ave S	132	2	-	2	1-Stack Combo W-D
Center West	533 3rd Av W	06	4	4		
Columbia Place	4628 S Holly St	99	2	2		
Denny Terrace	100 Melrose Av E	218	5	5		

Attachment 1 - List of Buildings - cont.

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

			Equip	Equipment		
Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
Fort Lawton Place	3401 W Government Way	24	1	1		
Fremont Place	4601 Phinney Av N	31	1	1		
Gideon-Mathews Gardens	323 25th Av S	45	2	2		
Green Lake Plaza	505 NE 70th St	5	8			
Greenwood Ave Apts	12532 Greenwood N	9	1	1		
Harvard Court	610 Harvard Av E	80	4	4		
Holly Court Bldg 3	3728 S Myrtle	29	3	3		
Holly Court Bldg 6	3824 S Myrtle	37	4		2	
Holly Court Bldg 7	6922 38th Av S	31	1	1		
International Terrace	202 6th Av S	66	4	4		
Island View	3033 California Av SW	48	2	2		
Jackson Park House	14396 30th Av NE	69	က	3		
Jefferson Terrace	800 Jefferson	287	2		4	
Lake City House	12546 33rd Av NE	113	3	3		
Lam Bow	6535 Delridge Way SW	51	4	4		
Leschi House	1011 S Weller St	34	4	4		
Lictonwood	9009 Greenwood Av N	80	က		2	
Main Street Apts	2035 S Main Street - Managed by Wilson	25	2		_	

Attachment 1 - List of Buildings – cont.

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

Apts Address Number of Units of Drings of Or Units of Units of Units of Drings of Units of				Equip	Equipment		
748 N 95th St 9 1 1 1115 NWW Market St 2 2 2 320 W Roy St 57 2 2 924 MLK Jr Way 57 2 2 9000 20th Ave SW 33 3 3 2200 NW 58th St 2 2 2 9818 5th Ave NE 2 1 1 1700 17th Av 105 3 3 501 NE Ravenna Blvd 35 2 2 6561 Phinney Av N 51 3 3 6561 Phinney Av N 51 3 3 as 3801 34th Av W 41 2 2 as 1212 Queen Anne Av N 50 3 3 box 1212 Queen Anne Av N 50 3 3 6545 Ravenna Av NE 39 2 2 6545 Ravenna Av NE 38 1 1 6501 Oth Av F 119 12 1	Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
or 320 W Roy St 57 2 2 or 320 W Roy St 57 2 2 924 MLK Jr Way 5 2 2 9000 20th Ave SW 33 3 3 Apr 9818 5th Ave NE 2 1 1 Apr 9818 5th Ave NE 2 1 1 r 501 NE Ravenna Blvd 35 2 2 s 501 NE Ravenna Blvd 73 4 4 s 6561 Phinney Av NE 73 2 2 s 6561 Phinney Av NE 73 2 2 s 12702 15th Av NE 73 3 3 s 308 14th Av E 53 3 3 sights 1212 Queen Anne Av N 50 3 3 s 6545 Ravenna Av NE 39 2 2 s 808 E. Fir St 11 1 1 s 11 12 1 1	Marinan Manor Apts	748 N 95th St	6	-	1		
or 320 W Roy St 57 2 2 924 MLK Jr Way 5 2 2 4 Pr 9000 20th Ave SW 33 3 3 Apr 9818 5th Ave NE 2 1 1 Apr 9818 5th Ave NE 2 1 1 F 501 NE Ravenna Blvd 35 2 2 F 501 NE Ravenna Blvd 35 2 2 F 501 NE Ravenna Blvd 73 4 4 5 6561 Phinney Av N 51 3 3 5 3801 34th Av W 41 2 2 808 14th Av E 53 3 3 9 6545 Ravenna Av NE 39 2 2 1 6545 Ravenna Av NE 39 2 2 1 6545 Ravenna Av NE 39 2 2 1 6545 Ravenna Av NE 39 1 1	Market Terrace	1115 NW Market St		2	2		
924 MLK Jr Way 5 2 2 9000 20th Ave SW 33 3 3 Apr 9818 5th St 2 2 Apr 9818 5th Ave NE 2 1 1 r 1700 17th Av 105 3 3 r 501 NE Ravenna Blvd 35 2 2 s 6561 Phinney Av N 51 3 3 s 6561 Phinney Av N 51 3 3 s 12702 15th Av W 41 2 2 s 3801 34th Av E 53 3 3 sights 1212 Queen Anne Av NE 50 3 3 s 6545 Ravenna Av NE 39 2 2 s 6545 Ravenna Av NE 39 2 2 s 6545 Ravenna Av NE 39 12 1	Michaelson Manor	320 W Roy St	22	2	2		
Apr 9000 20th Ave SW 33 3 3 Apr 9818 5th Ave NE 2 1 1 Apr 9818 5th Ave NE 2 1 1 r 1700 17th Av 105 3 3 r 501 NE Ravenna Blvd 35 2 2 s 6561 Phinney Av N 73 4 4 s 6561 Phinney Av N 73 2 2 plaza 3801 34th Av NE 73 2 2 sights 1212 Queen Anne Av NE 50 3 3 sights 1212 Queen Anne Av NE 39 2 2 s 6545 Ravenna Av NE 39 2 2 s 6645 Ravenna Av NE 119 12 1	MLK Jr Apts	924 MLK Jr Way	5	2	2		
Apr 9818 5th Ave NE 2 1 1 1 r 9818 5th Ave NE 2 1 1 1 r 1700 17th Av 105 3 3 3 r 501 NE Ravenna Blvd 35 2 2 2 s 6561 Phinney Av N 73 4 4 4 s 6561 Phinney Av N 73 2 2 2 Plaza 3801 34th Av NE 73 2 2 2 sights 1212 Queen Anne Av NE 50 3 3 3 sights 6545 Ravenna Av NE 39 2 2 2 sights 1212 Queen Anne Av NE 39 2 2 2 sights 808 E. Fir St 119 12 1 1 1	Montridge Arms	9000 20th Ave SW	33	3	3		
Apr 9818 5th Ave NE 2 1 1 1700 17th Av 105 3 3 3 r 501 NE Ravenna Blvd 35 2 2 2 r 501 NE Ravenna Blvd 73 4 <td< td=""><td>Nelson Manor</td><td>2200 NW 58th St</td><td>32</td><td>2</td><td>2</td><td></td><td></td></td<>	Nelson Manor	2200 NW 58th St	32	2	2		
rr 501 NE Ravenna Blvd 35 2 2 2 2 100 UNE Ravenna Blvd 35 2 2 2 2 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4	Northgate View Apr	9818 5th Ave NE	2	1	-		
r 501 NE Ravenna Blvd 35 2 2 a 110 W Olympic PI 73 4 4 a 6561 Phinney Av N 51 3 3 Plaza 3801 34th Av W 41 2 2 Plaza 308 14th Av W 41 2 2 sights 1212 Queen Anne Av N 50 3 3 sights 1212 Queen Anne Av NE 39 2 2 sights 1215 Queen Anne Av NE 39 2 2 sights 1215 Queen Anne Av NE 39 2 2	Olive Ridge	1700 17th Av	105	က	3		
e 110 W Olympic PI 73 4 4 e 6561 Phinney Av N 51 3 3 Plaza 12702 15th Av NE 73 2 2 Plaza 3801 34th Av W 41 2 2 308 14th Av E 53 3 3 sights 1212 Queen Anne Av N 50 3 3 sights 1212 Queen Anne Av N 50 3 2 2 sights 1212 Queen Anne Av NE 39 2 2 2 sights 119 12 12 1 1	Olmstead Manor	501 NE Ravenna Blvd	35	2	2		
Betalt 6561 Phinney Av N 51 3 3 Plaza 12702 15th Av NE 73 2 2 Plaza 3801 34th Av W 41 2 2 308 14th Av E 53 3 3 sights 1212 Queen Anne Av NE 50 3 3 sights 6545 Ravenna Av NE 39 2 2 sobs E. Fir St 119 12 1 1	Olympic West	110 W Olympic Pl	73	4	4		
Plaza 3801 34th Av W 41 2 2 Plaza 3801 34th Av W 41 2 2 308 14th Av E 53 3 3 sights 1212 Queen Anne Av N 50 3 3 I 6545 Ravenna Av NE 39 2 2 808 E. Fir St 119 12 11 1	Phinney Terrace	6561 Phinney Av N	51	3	3		
Plaza 3801 34th Av W 41 2 2 308 14th Av E 53 3 3 sights 1212 Queen Anne Av N 50 3 3 II 6545 Ravenna Av NE 39 2 2 808 E. Fir St 119 12 1 1	Pinehurst Court	12702 15th Av NE	73	2	2		
308 14th Av E 53 3 3 sights 1212 Queen Anne Av N 50 3 3 sights 6545 Ravenna Av NE 39 2 2 sights 808 E. Fir St 119 12 1 530 10th Av F 28 1 1 1	Pleasant Valley Plaza	3801 34th Av W	41	2	2		
sights 1212 Queen Anne Av N 50 3 3 sights 6545 Ravenna Av NE 39 2 2 sold E. Fir St 119 12 1 530 10th Av F 28 1 1	Primeau Place	308 14th Av E	53	3	3		
6545 Ravenna Av NE 39 2 2 2 8 808 E. Fir St 119 12 1 1 1 1	Queen Anne Heights	1212 Queen Anne Av N	20	3	က		
808 E. Fir St 119 12 12 530 10th Av F 28 1 1	Ravenna School	6545 Ravenna Av NE	39	2	2		
530 10th Av F	Red Cedar	808 E. Fir St	119	12		12	
	Reunion House	530 10th Av E	28	-	_		

Attachment 1 - List of Buildings – cont.

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

			Eduil	Equipment		
Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
Ritz Apts	1302 E. Yesler 98122	30	2		2	
Ross Manor	1420 Western Av	100	4	4		
Roxhill Court	9414 27th Ave SW	220	2	2		
Scattered Site	4818 Delridge Way	င	-	-		
Riviera West Apts	7100 California Ave SW 98136	12	2	2		
Scattered Site	1803 13th Ave S	10	2	2		
Scattered Site	301 22nd Ave		-	-		
Scattered Site	9221 Woodlawn Av N	6	-	-		
Scattered Site	11308 3rd Av NE	8	1	-		
Scattered Site	3614 NE 73rd PI	4	-	-		
Scattered Site	3620 NE 73rd PI	9	←	-		
Scattered Site	4038 Linden Av N	4	-	_		
Scattered Site	4240 34th Av W	8	_	-		
Scattered Site	1828 10th Av W	3	_	-		
Scattered Site	2311 42nd Av SW	4	-	_		
Scattered Site	909 18th Av	4	-	-		
Scattered Site	3041 60th Av SW	4	_	-		
Scattered Site	4822 Delridge Wy SW	3	_	-		

Attachment 1 - List of Buildings – cont.

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

			Equip	Equipment		
Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
Scattered Site	12701 Greenwood Av N	9	-	_		
Schwabacher House	1715 NW 59th St	44	2	2		
Spring Lake	12528 35th Ave NE	69	80	8		
South Park Manor	520 S Cloverdale	27	2	2		
South Shore Court Bldg A	4811 Henderson St Bldg A	44	2	2		
South Shore Court Bldg B	4811 Henderson St Bldg B		4	4		
Stewart Manor	6339 34th Av SW	72	3	3		
Sunrise Manor	1530 NW 57th St	32	2	2		
Telemark Apartments	2850 NW 56th St	24	80	8		
Tri Court Bldg. 718	720 N 143rd	28	2	2		
Tri Court Bldg. 722	722 N 143rd	29	2	2		
Tri Court Bldg. 724	724 N 143rd	29	2	2		
University House	4700 12th Av NE	101	3	င		
University West	4544 7th Av NE	112	4	4		
Wedgewood Estates	3716 NE 75th St	204	25	25		
West Town View	1407 2nd Av W	59	3	3		
Westwood Heights	9455 27th Av SW	130	2	2		
Wildwood Glen	4502 SW Wildwood PI	24	2	2		

Attachment 1 - List of Buildings - cont.

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

			Equip	Equipment		
Name	Address	Number of Units Served	Number of Washers	Number of Dryers	Stacks	Comments
Willis House	6341 5th Av NE	42	2	2		
Wisteria Court	7501/7544 24th Ave SW	95	24	24		
Yesler Terrace Bldg. F	102 Broadway	513	3	3		

Attachment 2 – Equipment Specifications

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

Describe below the machines your company proposes to install if it is selected as the successful proposer under this Request for Proposals. Include the following:

MACHINES	WASHER	DRYER
Manufacturer		
Model Number		
Load Capacity		
Length of Cycles		
RPM of High-Spin Cycle		N/A
Speed and Variable Settings		
Energy and Water Savings Rating		N/A
Estimated Gallons of Water Used Per Washer Load		N/A
Estimated Drying Time Per Average Load	N/A	
Description of Coin Mechanisms and Vault		
Please provide samples of brochures and specifications for Proposed Machines (attach to this sheet)		
Frequency of cleaning behind the equipment to remove lint and debris		
In what languages (include Braille) do you have the equipment operation signs translated and available for installation?		

Attachment 3 - Organizational Plan

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

Please respond to each of the following items below in the order in which they are given:

- 1. Describe in detail how your company will maintain and repair machines.
- 2. The number of service technicians and trucks you have currently serving the Seattle/King County area.
- 3. Location and size of shop facilities.
- 4. Your procedure for repairing/replacing machines when a malfunction is reported. Include turn-around time in which SHA can expect the malfunction to be repaired.
- 5. Explain how you will handle the maintenance of the laundry rooms.
- 6. Explain how you handle refunds and how soon a resident may expect to receive the refund.
- 7. Explain your collection system.
 - Indicate how you make collections.
 - Are collection routes rotated?
 - What safeguards do you have to insure accurate meter readings and coin collection?
 - How often are collections made?
- 8. Explain your credit/debit/laundry-card systems. Please explain what you currently offer and whether you have the capability to provide the equipment described below for Yesler Terrace:

SHA residents at Yesler Terrace buildings, Capital Park and Spring Lake Apartments will need to be provided with cards that can be loaded with specific amounts of money. The equipment to load the cards would be located in the Management office of each facility and provided by the Service Provider. The preference would be for a small piece of equipment that can be set on a counter.

Attachment 4 – Previous Experience and Ability to Perform the Work

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

Describe your company's previous experience and capability of providing the requested services described under Section C. Scope of Work above. Include the following:

- 1. Indicate the number of washers and dryers that your company operates and in what locations.
- 2. Indicate the names and the size (number of units) of multi-family developments that your company services and in what locations, as well as those your company has served over the past five (5) years.
- 3. State the names and phone numbers of all federally assisted low-income housing agencies your company currently services, as well as those your company has serviced over the past five (5) years.

Attachment 5 - Commission

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities

NOTE: This attachment is only to be submitted with your one original proposal—not with any of the copies.

PERCENTAGE OF GROSS AMOUNT COLLECTED TO BE PAID TO THE SEATTLE HOUSING AUTHORITY

Please state on the line provided below the percentage of commission (percentage of the gross revenue collected from the operation of coin- and card-operated clothes-washing and -drying machines) that you propose paying to SHA for 2010. (In 2009, the gross revenue was \$385,000.)

1.	With the cost to the users of \$1.00 per load for the washers and \$1.00 per load for the dryers, the proposer offers and agrees, if this proposal is accepted, to pay SHA:
	% (percent) of the gross income collected from each machine.



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.						JDE Vendor No.		
Marillan Adduna for Doumando								
Mailing Address for Pa	ayments:							
City:		State:		Zip Cod	le.	F-M	fail Address:	
City.		Olato.		Zip 000	le.	L 10.	iaii / idai ess.	
Telephone No.:			Fax No.:	<u> </u>			DUNS No.:	
1507;			(20)					
Washington UBI No.:			City of Sea	attle Busi	iness License N	lo.:	Washington Contract	tor's License No.:
President/General Ma	nager:	Pr	rincipal prod	ucts and/	or services offe	red:		
Type of Organiza								Tuesday
Individual	Sole Prop	rietor	Partner	rship 1	Corporation	1	Governmental Ager	ncy Other
Employee Tax ID No.	(TIN) or Soci	al Securi	ity No. (if Ind	lividual):				
Substitute IRS F								
Under penalties of	perjury, I i	nereby (certify that	t the nu	mber snown	on t	this form is my cor	rect taxpayer exempt from backup
withholding, or (b)	וו Der, <u>אווט</u> I have not	been n	not ธนม _า อง เกtified by	the Inte	rnal Revenu∈	anıy a Ser	rvice (IRS) that I ar	n subject to backup
withholding as a r	esult of a fa	ailure to	o report all	l interes	t or dividend	ls, oı	r (c) the IRS has no	otified me that I am
no longer subject	to backup	withhol	ding, <u>and</u>	I am a l	J.S. person (i	nclu	iding a U.S. resider	nt alien). <u>Note:</u> The
Internal Revenue					ent to any pro	visi	on of this docume	nt other than the
certifications requ				lang.				Date
SIGN Signature of U.S. Person Date					Dutt			
Ownership Statu	ıs (check	all that	apply):			R	acial/Ethnic State	us (check one):
MBE (Minority-Ow	ned Bus	siness Ente			T	Caucasian (
	Women-Ow						African Ame	` '
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Certified by OMV Business Enterprises		igton Sta	ate Office of	f Minority	and Women's	-		s (O)
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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:						Date:		
By signing immediately above, the Vendor hereby represents the following:								
a) The V	endor certific	es that to	o the best of	its know	ledge and belie	ef, ne	either it, nor any perso	on/principal or firm which
has an	interest in th	e Vendo	or's firm, is t	neligible	to participate in	n a S.	HA contract, purchase	e order, direct pay or other fact Sheet Instructions, or;
								ase Orders, if the Vendor
					an SHA Purch			ase Orders, it the venture.
To obtain a copy of the	he General To	erms and	d Conditions	s, call (20	06) 615-3379 or	visit	t our Web site at	
https://www.seattlehousing.org/sites/default/files/Purchase Orders 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.

<u>Substitute IRS Form W-9 Certification:</u> 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 "<u>and</u>" 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 <u>www.irs.gov</u>.

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/SAM and <a href="https://www.sam.gov/portal/SAM and 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 epayables 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.

<u>Small Businesses:</u> 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.

- <u>WMBE:</u> 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.
- <u>Small Business:</u> 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 contact at: https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf

<u>Section 3 Business Criteria:</u> 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.

- 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

Sec	Please check the appropr	late box below.	
	My business is eligible to be certified as a Scriteria circled above under Section 3 Busine		ce with the
	My business is not a Section 3 business.		
Sig	gnature:		Date Signed:
Na	me:	Title:	
Co	mpany Name:		
Ad	dress:		
Те	lephone Number:		

<u>Note:</u> 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 construction contracts only:

- 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. SHA has established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.
- 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 to 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.

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 Contractor/ 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 Contractor/ 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 Contractor/ Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

How many new positions do you expect this contract will require you to create?
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 Cary Calkins at (206) 588-4314.

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.

Addres: City, St	s:ate, Zip:	
	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Consultant's Signature	Printed Name	Title	Date

<u>NOTE:</u> 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;

Consultant's Firm Name:

- 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 https://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

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

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

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

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 Rep-resentation

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 compete-tive 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 & D	ate:		
Typed or Print	ted Name:		
		31	
Title:			

For-Profit Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all forprofit 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:

- <u>Subgrantees:</u> 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.
- <u>Contractors</u>: 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.

<u>Certification and Assurance</u>: 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 forprofit 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:

<u>WARNING:</u> 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

Contract No. 5270 - Coin-Operated Laundry Equipment and Maintenance of Laundry Facilities **EXHIBIT A - SHA Inclusion Plan Form**

(Please complete this form and include it with your Proposal)

aspirational ij ij

				Select A	elect All That Apply				Describe The Commercially Heaful Work
Individual or Firm Name	WBE	MBE	WMBE	Veteran Owned	Veteran Section 3 Section 3 Owned Business Individual	Section 3 Individual	gns	Other	Sub Other To Be Performed by This Individual or Firm

% of the work under this Contract. The individuals and/or firms listed above will be performing approximately ___ List any additional steps below that you have taken to help SHA meet its aspirational inclusion plan goals. Add pages as needed.