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P.O. Box 19028
Seattle, Washington 98109-1028
Web site: www.seattlehousing.org

Informal Solicitation No. 5438

RainWise Green Stormwater Infrastructure Consultant Services for Assessment and Installation at 513-517 South Cloverdale, Seattle, WA 98108

Important Information:

- Solicitation Issued: **Friday, April 9, 2021**
- Pre-Submission Conference: SHA will hold a Pre-Submission Conference on **Wednesday, April 14, 2021 at 10:00 a.m.** (Pacific Daylight Time) and potential proposers can join the MS Teams Meeting **by dialing 206-257-3799 and entering the Conference ID #: 316981295.**
- Deadline for Questions: **Monday, April 19, 2021** Time: **2:00 p.m.**
- Submittals/Proposals Due: **Tuesday, May 4, 2021** Time: **2:00 p.m.**
- SHA's Contact Name: **Don Tucker, Sr. Contract Administrator**
- E-Mail Address: **Don.Tucker@seattlehousing.org**

The Seattle Housing Authority (SHA) for itself or as an agent for another SHA related entity (hereinafter "SHA"), is soliciting Submittals/Proposals from qualified individuals and businesses interested in performing the following:

Project Description:

The Seattle Housing Authority (SHA) is seeking proposals from qualified professional firms to assess, construct, and install RainWise rebate-qualifying system that diverts exterior stormwater from immediately entering into the side sewer and combined sewer system. The green stormwater infrastructure shall be comprised of cisterns only as the property is ineligible for rain gardens. The cisterns will collect and store rainwater and slowly leak it back into the side sewer if not used for irrigation purposes. The system will limit combined sewer overflows into local basins that pollute our local marine ecosystems.

Scope of Work:

SHA is seeking qualified consultants and contractors to develop a rain water diversion system at 513-517 South Cloverdale St. Qualifications include a current City of Seattle business license, a license to do business in the State of Washington, as well as have attended the 3-day contractor training program through King County and Seattle Public Utilities' RainWise program.

SHA would like each contractor to review the attached documents and provide:

1. A cost estimate,
2. Site plan with potential size and placement of cisterns,
3. An estimated rebate amount for a RainWise rebate-qualifying rainwater cistern capture system.
 - (The system should take into consideration preferred cistern placements as shown on Attachment C)
 - System should divert no less than 75% (2,789 square feet) of the total roof area.

Contractors must agree to design and construct a system that adheres to specifications as required by the Rainwise program. More information can be found at www.700milliongallons.org/rainwise. Selected contractors/consultants must complete the following documents to ensure successful rebate application, <https://www.700milliongallons.org/wp-content/uploads/2015/06/Updated-InstructionsForms-081916.pdf>. The intent of these documents is that the Contractor will produce a completed project with all materials and equipment in place and all systems operative which adheres to the RainWise program requirements as set by Seattle Public Utilities and King County Wastewater Treatment Division.

The Consultant/Contractor shall provide all supplies, tools, equipment, scaffolding, shoring, transportation, utilities, services, superintendence, and labor, including architectural, structural, and electrical improvements, and the furnishing of all materials, items, and accessories needed for the total construction of the project in strict conformance with the Contract Documents and General Contract Conditions. Any and all design decisions and modifications will first be pre-approved through project manager and project lead. Contractors are also responsible for submitting a list of all materials to be used that must be agreed upon beforehand.

Consultant/Contractor agrees to share final design with tenants for approval before construction begins. Contractor must also submit times of days that construction will occur, and must not create physical barriers to tenants accessing the building. Additionally, noises must be kept at a minimum as to be respectful to tenants.

The selected Consultant/Contractor will be required to perform the following tasks:

- Assess the site and design, install, and build a RainWise installation that will be eligible for the RainWise rebate at 513-519 S. Cloverdale Street, Seattle, WA 98108.
- Build the system to control roof water runoff using cisterns only, adhering to RainWise design standards, specifications, and approved materials (see the Cisterns Only Portion of Attachment C: Design Details for Rain Gardens and Cisterns.)
 - Note: cisterns must be easily drainable and removable for future capital work (i.e. siding and paint)
- Adhere to the RainWise training, approval and inspection process.
- Schedule and complete a pre-build inspection of the site plan with a RainWise project manager after contract has been executed.
- Assist SHA in application, plan submittal, and scheduling inspection for side sewer permit from Seattle Department of Construction and Inspections.
 - Any changes to site plans based on inspection feedback results should be submitted to the SHA project manager in writing for approval and potential change order prior to continuing with the build/installation.
 - If the RainWise program manager and/or SHA determine an exact scope and site plan, the information will be provided to proposers/contractors via an addendum so that the scheduling and completion of such an inspection may not be required. If that step occurs, SHA will confirm in writing via the Addendum that this step is no longer applicable.
- Schedule and complete a post-inspection with RainWise program manager at completion of construction to verify that the installation qualifies for RainWise rebate.
- Assist with submittal of the RainWise rebate application within 90 days after final project approval by a RainWise inspector. (SHA plans to pay the consultant/contractor

for the work once requirements of the contract have been met as well as post-inspection with RainWise inspector and side sewer inspections have been completed.

- Demonstrate to SHA staff how to maintain the installed system.
- Participate in an unveiling event to answer any tenant questions about the system and how to use it.
- Submit project operations and maintenance manual and warranty to SHA upon project approval and completion.

Time commitment: 90 consecutive days

Schedule for construction and close-out of contract:

- Pre-inspections with RainWise Team to ensure compliance with program (1-2 weeks): 2 weeks from contractor selection
 - Make changes to design as needed
 - Perform soil infiltration test
- Construction (4 weeks): 6 weeks from contractor selection.
- Post-inspection with RainWise (allow for 2 weeks if changes need to be made to installation): 8 weeks
- SHA close-out inspection (allow for 2 weeks if changes need to be made): 10 weeks
- Construction close- project manager signs-off (1 week): 11 weeks

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

Estimated Amount: The estimated range of cost for the Contract to be executed based on this solicitation is between \$9,000 and \$12,000.

Women and Minority Business Enterprise (WMBE) Inclusion: SHA requires submitters to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.

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

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

Contents Required in Your Submittal/Proposal: : Your Submittal/Proposal must include:

- A cover letter that includes:
 - a) An expression of your interest in performing the work
 - b) The name, telephone number and e-mail address of who your contact person is for this solicitation
 - c) Signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf
- A list of three references that includes:
 - a) Agency or business name of client
 - b) Contact person at that agency or business
 - c) Address of agency or business
 - d) Telephone number and/or e-mail address for the Contact person
- Your response to the Evaluation Criteria noted below:

SHA will evaluate Submittals/Proposals received based on the following weighted subjective/technical criteria. 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. Your Submittal/Proposal should directly address each of the Criteria listed below:

No.	Evaluation Criteria	Maximum Number of Points
1	<u>Women and Minority Business (WMBE) Inclusion Plan.</u> Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).	10
2	<u>Site Plans:</u> Provide a Site Plan for 513-517 South Cloverdale (as described above.) The Site Plan will be evaluated based on aesthetic appeal, maximizing capture and diversion of water from rebate eligible roof area, and low maintenance design.	20
3	<u>Portfolio of Past Work:</u> Provide a portfolio of past work including project size, cost, RainWise rebate amount (if applicable), and notable features. Evaluation will be based on evidence of the Submitter's past performance in terms of similar types and size of work, appeal of design, quality of work, cost control and compliance with performance schedules. You may use the same projects included in your list of references below.	10
4	<u>Competence and Experience</u> Provide qualifications of firm, qualifications of staff that will be assigned to this project, resumes of key staff to be assigned to this project and key staffs' roles in regards to the scope of work. Evaluation will be based on evidence of the Proposer's ability to perform the work as indicated by the principals and staff's professional and technical competence and experience.	10
5	<u>Project gallons of water managed annually by system</u> Contractors will utilize the Rebate Calculator to provide estimated project gallons of water managed annually by the system. Contractors will be evaluated on the maximum gallons managed annually by the system.	20

MAXIMUM TOTAL POINTS FOR QUALIFICATIONS	70
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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 – Price/Rates		
6	Price/Rates: Provide a completed Cost Proposal Form (see EXHIBIT I attached) per the directions noted on that form. All costs should be reimbursable by RainWise rebate program. Evaluation will be based on maximizing rebate amount to cover project costs and affordability -- with the highest scoring for the highest square footage diverted versus lowest total cost.	30
MAXIMUM TOTAL POINTS FOR QUALIFICATIONS AND PRICE/RATES		100

Size of your Submittal/Proposal: Your submittal/proposal shall not exceed 8 pages single-sided or 4 pages double-sided in no smaller than 11-point font on 8-1/2” x 11” sheets. Your cover letter and any forms required to be included with your submittal/proposal do not count toward the maximum number of pages.

Attachments to be included with Your Submittal/Proposal: You must complete and attach the forms listed below with your submittal/proposal:

- Detailed Cost Proposal Form
- Vendor Fact Sheet
- Section 3 Business Certification and Resident Employment Plan
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Certifications and Assurances Form

SHA reserves the right to check references of one or more of the top ranked firms. 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.

In the event that information obtained from the reference checks reveals concerns about the proposer’s past performance and their ability to successfully perform the contract to be executed based on this solicitation, 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 solicitation.

Due Date for Questions: Any questions or requests for further information must be directed in writing no later than the date mentioned at the beginning of this solicitation. Questions are to be sent by e-mail to SHA’s Contact, also shown at the beginning of this solicitation.

Submittals: Submittal/Proposal due date is shown at the beginning of this solicitation. You are required to submit by e-mail to SHA's Contact shown at the beginning of this solicitation.

Administrative Information:

- A. About the Seattle Housing Authority (SHA): Visit SHA's website at www.seattlehousing.org for more information about SHA.
- B. Deadline for Submission of Submittals/Proposals: Proposers are responsible for ensuring that SHA receives your submittal/proposal as indicated herein by the stated deadline. Submittals/Proposals received after the deadline will not be considered.
- C. Contract Requirements: Proposers may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following website:

https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf

SHA's standard contract document is intended to guide you in developing your submittal/ 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.

- D. Certifications and Assurances Form: In the event that the Contract for these services includes any HOPE VI Revitalization grant funds or any Choice Neighborhood Implementation (CNI) grant funds, the Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form (copy attached to this solicitation if applicable) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- E. Payment Requirements: Proposers should be aware that SHA will only make payments on the Contract issued under this solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advanced payments will be made to the proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.
- F. Insurance Requirements: The individual or business selected by SHA will be required to provide acceptable evidence of insurance prior to beginning work. The following summarizes the required insurance coverage. Additional requirements are detailed in the contract that SHA will execute with the selected individual or business. See Section 10 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.

The following insurance coverage(s) / requirements will be required for this project:

- An ACORD Certificate of Insurance.
- Commercial General Liability: \$1,000,000 each occurrence, \$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 Contractor's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Contractor 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.

- Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable, but it must be approved by SHA's Risk Manager.
- Additional Insured Endorsement Completed Operations ISO Form CG2037 or equivalent. Blanket additional insured endorsements may be acceptable, but must be approved by SHA's Risk Manager
- Washington Stop Gap or Employers Liability: \$1,000,000 each occurrence
- 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.
- Automobile Liability: \$1,000,000 combined single limit

G. Criminal Background Investigation: The selected Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant 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.

H. Diversity: SHA strongly encourages small businesses, minority business enterprises (MBEs), women business enterprises (WBEs), HUD Section 3 businesses, socially and economically disadvantaged businesses and veteran-owned businesses to submit proposals or to participate in this work as sub-consultants.

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

cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting for this work, and to check references as part of the final evaluation process. Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following website address:

http://www.seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf

Exhibit 1
Seattle Housing Authority
Detailed Cost Proposal Form for Informal Solicitation #5438
RainWise Green Stormwater Installation Project at 513-517 South Cloverdale Apartment Buildings

Proposer acknowledges receipt of Addenda(s) Number(s) _____

Proposer's Check List

- 1) The total of the separate proposed items below must equal the total proposed price.
- 2) A cost proposal must be submitted for each item listed below.
- 3) The Proposer's Business Name must be filled in below.
- 4) This "Detailed Cost Proposal Form" must be returned with the Proposal and other forms per instructions in Request for Proposals document.

SHA Reference No: 5438	Project Title: RainWise Green Stormwater Installation Project at 513-517 South Cloverdale in Seattle, Washington			
Proposer's Business Name:				
Item:	Description / Location	Basic Bid Price (without Sales Tax):	Sales Tax on Materials Only (see Attachment A):	Total Allowance (Sales Tax N/A):
1	SITE ASSESSMENT ALLOWANCE – If the plan for the project is not finalized via the Pre-Proposal site visit, written technical questions & responses, and/or information SHA issues via an addendum, the Contractor is allowed to include \$1,000 for preparing their plan and obtaining the RainWise project inspector's approval of their plan.	N/A	N/A	\$1,000.00

Item:	Description / Location	Basic Bid Price (without Sales Tax):	Sales Tax on Materials Only (see Attachment A):	Total Bid Price (with Sales Tax):	Total Rain Water Diversion:
2	BASE SUBMITTAL – 513-517 South Cloverdale, CISTERN ONLY	\$	\$	\$	_____ square feet
OR 2A	<input type="checkbox"/> Check This Box if CISTERN ONLY IS NOT SUITABLE for this #5438 project			\$0	

5438 Detailed Cost Proposal Form



Attachment A, Version 1

(Less than \$35,000)

- The work described in the Request for Bid (by Fax) is subject to the following terms and conditions:

Bidder Responsibility: The bidder must meet the mandatory bidder responsibility criteria described below and as specified in RCW 39.04 or 2 CFR 200 in order to be considered a responsible contractor and be eligible for award consideration:

1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - Electrical Contractor License, if required by Chapter 19.28 RCW
 - Elevator Contractor License, if required by Chapter 70.87 RCW
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
5. Has not more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)
6. Has not been debarred, suspended, or otherwise ineligible to contract with SHA and is not included on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) <https://www.sam.gov/portal/public/SAM/> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.
7. Have completed training requirements under RCW 39.04.350 and RCW 39.06.020 before bidding on public works projects as determined by the Washington State Department of Industries OR have been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND have performed work on 3 or more public works projects.

Prevailing Wages: The Contractor must pay all workers at least the prevailing wage rate for the type of work performed in accordance with the applicable prevailing wage rate schedule referenced on the Purchase Order or Request for Bid (by Fax) form and included in these solicitation documents. The type of wage schedule attached i.e., HUD Determined, Davis-Bacon, or the State Prevailing Wage schedule determines the appropriate labor standards that apply to the work as outlined below and contained in the General Conditions for Construction:

- 1) Part 11.13 for projects subject to the HUD-Determined wage rate schedule.
- 2) Part 11.12 for projects subject to Davis-Bacon wage schedule.
- 3) Part 5 for projects subject to the State prevailing wage schedule.

As part of its compliance with the prevailing wage requirements, the Contractor and, if applicable, subcontractor(s) shall comply with the requirement to submit a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the State of Washington's Department of Labor and Industries. The Owner will notify the Contractor of any special filing instructions that may apply for these forms depending on the funding source(s) of the project.

Bid Bond: SHA does not require a bid guarantee for small works roster construction projects estimated to cost \$150,000 or less.

Insurance: Within seven calendar days of award, the Contractor shall submit to SHA, and maintain throughout the contract, at no expense to SHA, the following insurance coverage at the limits noted (refer to SHA's General Conditions for more details):

1. Commercial General Liability Insurance. \$1,000,000 each occurrence, and \$2,000,000 aggregate
2. Additional Insured Endorsement Ongoing Operations: The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Contractor. A policy endorsement form CG2010 or equivalent must be provided to Owner as evidence of additional insured coverage.
3. Additional Insured Endorsement Completed Operations: The Contractor's CGL insurance shall include the Owner as an additional insured for Contractors Completed Operations by providing additional insured status on the CG2037 endorsement, or by an equivalent policy or endorsement provision. The Contractors Completed Operations additional insured status for the Owner shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by the Owner.
4. Employers Liability policy or Washington Stop Gap Liability insurance endorsement: \$1,000,000 each accident
5. Workers Compensation coverage.
6. Commercial Automobile Liability Insurance. \$1,000,000 combined single limit coverage
7. Pollution Liability Insurance: \$1,000,000 combined single limit coverage, if the work involves handling or disposal of asbestos, lead-based paint, contaminated soil, or other hazardous materials.

No Contract Bond: Consistent with the requirements of State law (RCW 39.04.155), SHA is not requiring a Contract Payment and Performance Bond.

Retainage Requirements: SHA will retain five(5) percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter [60.28](#) RCW, whichever is later.

Tax Exempt Status of SHA: Pursuant to State law (RCW 35.82.210), SHA is exempt from paying sales tax when it obtains goods and services directly from the Contractor. The Contractor must pay sales tax on materials purchased for this job. SHA does not pay sales tax for labor and services rendered.

Protests: Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at [SHA website](#).

General Conditions: SHA's General Conditions are hereby incorporated by reference and made a part of this Request for Bid (by Fax) and any subsequent contract or purchase order executed for this work as if fully included herein. If the event of any discrepancy between the terms of this Attachment A and the General Conditions, the terms of the General Conditions shall apply, except that the types and amounts of insurance specified above, and the waiver of the Contract Bond and withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing [SHA website](#), or upon request, a copy of the General Conditions may be obtained by calling SHA at (206) 615-3379.

Performance Evaluation: The Contractor's performance on this project will be evaluated in accordance with SHA's Contractor Performance Evaluation Program. A copy of the Program may be obtained by accessing [SHA website](#).

Section 3: 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 (MSA) covering King, Snohomish, and Pierce counties. Each bidder is required to submit with its Bid a Section 3 Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this invitation to bid, and a Section 3 Business Certification form. Failure to complete these forms may render a bid non-responsive.

A. Selection Preference for Section 3 Businesses: If the bidder claims to be a Section 3 business on the Section 3 Business Certification form required to be submitted with the Bid, and the Bid of the Section 3 business exceeds the low bid by no more than 10%, SHA will conduct an investigation whether the business qualifies as a Section 3 business, and SHA may award the contract to the Section 3 business at the price bid by the Section 3 business. In submitting a Bid, the bidder agrees to provide any information required by SHA to determine whether the business qualifies as a Section 3 business. A business may qualify as a Section 3 business by meeting one of the following criteria:

1. At least 51% of the business is owned by Section 3 qualified persons who live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
2. 30% or more of the business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
3. The business makes a commitment to subcontract with Section 3 businesses for more than 25% of the dollar amount of all subcontracts to be awarded by the business. Prior to award, such businesses must submit a plan and the necessary support documents describing how the subcontracting commitment will be met. SHA will evaluate the plan and documents submitted and determine whether it is likely the bidder will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The bidder's failure to fulfill the Section 3 subcontracting commitment shall be a material breach of contract which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate; (3) withholding any liquidated damages that SHA may incur as a result of the bidder's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the bidder ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.

B. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this invitation to bid.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision

of the 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.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. If the Contractor is a Section 3 business and was awarded the contract by SHA based on the Section 3 business preference requirements of the invitation to bid for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Contractor agrees to meet the Section 3 subcontracting commitment. Failure of the Contractor to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Contractor's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Contractor ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.