



# REQUEST FOR PROPOSALS

SOLICITATION NO. 5550

For

Sub-Metered Utilities Service Provider

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### ATTACHMENTS:

- Attachment A - Billing Methodology
- Attachment B - Fees (Misc. Credits and Adjustments)
- Attachment C - Statements
- Attachment D - Staff Training
- Attachment E - Reports
- Attachment F - Maintenance and Repairs
- Attachment G - Abnormal Billing Dispute
- Attachment H - Customer Service
- Attachment I - Covid-19 Vaccination Policy

### ATTACHMENT J - FORMS TO COMPLETE AND RETURN WITH PROPOSAL:

Vendor Fact Sheet

Section 3 Business Certification

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)

RFP Issued On:	Proposal Due:
Thursday, April 28, 2022	Tuesday, May 24, 2022, at 2:00 p.m.

## Seattle Housing Authority

### Request for Proposals Solicitation No. 5550

#### Sub-Metered Utilities Service Provider

#### **A. INTRODUCTION**

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm to assist SHA in processing and collecting bill payments according to SHA billing practices, and repair and maintain sub-metering equipment as needed.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

##### ***Our Mission***

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

##### ***Our Values***

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

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

- 3) **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and

provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.

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

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

**B. SUBMITTAL REQUIREMENTS**

**Schedule:**

Activity	Location	Day	Date	Time
Pre-Submittal Meeting	N/A	N/A	N/A	N/A
Deadline for Questions	N/A	Tuesday	05/10/2022	2:00 p.m.
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
<b>Mail To:</b> Seattle Housing Authority Attn: Diana Peterson P.O. Box 19028 Seattle, WA 98109-1028	<b>OR Hand Deliver To:</b> Seattle Housing Authority Attn: Diana Peterson 190 Queen Anne Avenue N. Seattle, WA 98109	Tuesday	05/24/2022	2:00 p.m.

**Questions:** Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to Diana Peterson at [diana.peterson@seattlehousing.org](mailto:diana.peterson@seattlehousing.org).

**Addenda:** In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA’s website at: <https://www.seattlehousing.org/do-business-with-us>. 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, Diana Peterson at [diana.peterson@seattlehousing.org](mailto:diana.peterson@seattlehousing.org) to have a copy of the addenda mailed or e-mailed to you.

**Pre-Submittal Meeting:** N/A

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

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

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

**Proposals** should be limited to a maximum of 20 pages single sided, or 10 pages double sided in no smaller than 11 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), and the Suspension and Debarment Certificate for Consultant. 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 5 copies of their proposal** to the address indicated above. **The following items/forms are to be submitted with the one original proposal only.** Do not include these items/forms with the proposal copies.

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

## **C. SCOPE OF WORK**

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

### **Overview of relationship between Water Billing Vendor and SHA**

The Water Billing Vendor acts as an extension of SHA in coordinating tenant water rebilling, providing billing and billing-related customer support, administering the agency’s water utility allowances to applicable tenant households, identifies and addresses billing and submetering issues, and collects tenant utility payments.

### **Description of Expectations – Water Billing Vendor**

The Water Billing Vendor will:

- Administer monthly water utility allowances, submetering, and billing in partnership with SHA staff, ensure accurate allowances are administered by household size and annual schedule published by SHA, and billing is compliant with **Attachments A, B and G**
- Collect and manage current, and historical, submetering and billing data in a web-based platform that is accessible to appropriate SHA staff, as well as tenant-facing portal.
- Calculate, print, and mail monthly statements, opening bills, and closing bills to tenants in a manner compliant with **Attachment C**.
- Provide meter maintenance training annually, and educational materials to SHA maintenance staff compliant with **Attachment D**

- Provide reporting compliant with “Performance Metrics and Reporting” section below (where applicable) and monthly reporting in support of agency utility management activities compliant with **Attachment E**.
- Provide submeter maintenance, repair, and maintenance and repair support compliant with **Attachment F**.
- Provide SHA staff and tenants access to an online portal. The portal will provide SHA staff with access to meter data including reads and meter health, and the Water billing vendor shall provide a daily online update of Tenant accounts receivable during the business week. In addition, SHA tenants will have access to information about their water use and bill information.
- Employees of the water billing vendor are expected to provide responsive customer service to SHA tenants and SHA staff, compliant with **Attachment H**.

### **Contractual Responsibility**

This document and attachments shall be incorporated by reference into the water billing vendor contract between SHA and the vendor selected through this solicitation and selection process.

### **Limits of Authority**

The Water Billing Vendor is limited in their authority by the following guidelines.

- The water billing vendor is providing services as an extension of SHA and therefore cannot pass on charges to program participants without prior consent and approval by SHA.
- The water billing vendor shall not provide any additional documents or information to tenants through their bills or customer service lines not directly related to their water bills without prior SHA approval.
- The water billing vendor is responsible for collecting water usage data from functioning meters and using the methodology and occupancy information provided by SHA to calculate and bill tenants. When actual meter reads are not available from functioning submeter units, the water billing vendor is not allowed to bill tenants using estimated calculation methods, and should refer to **Attachment G** for the correct procedure.
- Water billing vendor is required to track and document non-functioning meters but cannot send technicians to repair devices without SHA approval and should notify SHA immediately of non-functioning meters.
- Water billing vendor does not have the authority to send bills outside of the date range specified in **Attachment C** without prior consent by SHA.

### **Performance Metrics and Reporting**

The Water billing vendor shall be responsible for providing reports to SHA as indicated in **Attachment E** and as summarized below:

- Monthly revenue and fees report
- Final monthly report of all usage, occupancy information, utility allowance, date bills were mailed, and final charges after previews of bills are approved. To ensure SHA has the most accurate billing data for year-end compliance reporting.
- SHA will track monthly bill date to ensure bills mailed by 17<sup>th</sup> of every month.
  - Timeline:
    - Tenant occupancy report sent to water billing vendor by 7<sup>th</sup> of every month

- Water billing vendor generates previews within 2 business days
- SHA to review and approve previews within 2 business days
- Water billing vendor to ensure bills are mailed within 2 business days after receiving approved previews. (no later than the 17<sup>th</sup> of each month)
- Meter maintenance tracking and communication

### **Addition of Properties to Contract**

SHA maintains the right to add properties to the contract through Change Order, as property management needs arise.

## **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: **Women and Minority Business (WMBE) Inclusion Plan**  
Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).
  - Relating to Criterion 2: **Policies, Procedures and Methodology of Billing Practices.**
    - Provide an overview of how the bills will be processed for each bill cycle. Include a description of how much of the water billing methodology billing process will be automated in your billing system(s) as opposed to manual calculations.
    - Describe your process for calculating thresholds and generating bills for households that move in during a bill cycle.
    - Describe the process for generating mid-cycle move-out bills in the incentivized conservation water billing program. Include whether the prorating of the thresholds will be automated or manually calculated. Include the turn-around time for the closing bills to be generated and sent to SHA property management.
    - Describe your process for auditing bills for accuracy before they are posted.
    - Describe your quality control program for ensuring your processes are functioning correctly. Include whether or not there is a position that is responsible for quality control and describe this position's role.

- **Relating to Criterion 3: Billing Statements and Reports.**
  - Provide a flow diagram of the billing and payment receipt processes.
  - Describe how your firm would generate bills within thirty (30) calendar days of receiving the last master-metered utility bill from SHA, considering SHA's two (2) business day response time to review pre-bill report.
  - Provide two sample bills that your firm will generate for SHA residents - one for the standard utility billing methodology and one for the water billing methodology, preferably including a comparative consumption bar graph. Explain how the bills are designed so that charges or credits are clear and easily understood by SHA residents, including those who may not have strong English skills.
  - Provide sample monthly and summary reports as described in the Scope of Work above under Utility Management – Reports.
  - Provide samples of any other reports that Service Provider has available relating to the Scope of Work.

If there is a cost associated with any of the sample reports provided that is not included in the base fee, these costs need to be listed separately.

- **Relating to Criterion 4: Qualifications and Experience of Service Provider.**
  - **Experience with Similar Sized Projects:**
    - Describe your firm's qualifications and capability to provide the services as described in the Scope of Work.
    - Provide an overview of your firm's ability to match SHA methodologies. Describe your experience with:
      1. Overage and incentive threshold billing;
      2. Billing units with multiple meters;
      3. Billing for domestic hot water energy use in units with a hot water flow meter; and
      4. Billing for home heating in units with a BTU meter.
    - Provide a listing of three clients your firm has worked with in the last five (5) years that are similar in size and/or scope, including the client's name, contact person and their contact information, the property size (in number of units), a description of the services provided, and dates of service.
  - **Staff:**
    - Provide a listing of key personnel within your firm who will be assigned if you are selected for this Contract and describe their roles and their experience and qualifications for performing this scope. Include resumes for these key personnel.
    - Describe your plan for having secondary assigned staff that can perform necessary duties if primary staff members are unavailable.
  - **Equipment and Software:**
    - Describe how your firm will incorporate the incentivized conservation water billing methodology into your billing software.



- List equipment and software by name, manufacturer, and model that your firm will utilize for the services required under this scope.
  - List file formats and other specifications your firm's software requires in order to be compatible with SHA tenant data, which will be available in a text document format.
- **Relating to Criterion 5: Customer Service.**
- Describe your firm's qualifications and capability to provide the Customer Service requirements as described in the Scope of Work, including:
    - Call Center hours, staffing, and reporting.
    - Ability to provide translation services.
  - Policies and procedures for recording issues and resolving customer complaints and the typical response time .
  - Describe your firm's capability to respond to SHA staff requests for information about bills and billing processes.
- **Relating to Criterion 6: Maintenance.**
- Describe your firm's qualifications and capability to provide remote and onsite maintenance and repair support services including:
    - The number of maintenance technicians available in the Seattle area
    - The qualifications of the technicians
    - The maximum response time once service is requested
- **Relating to Criterion 7: Timeline for Setting Up Properties in Firm's Billing System.**
- Upon receipt of access to the submeters and access to all necessary billing information such as customer names, addresses, number of occupants, etc., define the time period (number of days or months) it will take to set up the current properties and future new properties listed in Exhibit 1, "Seattle Housing Authority Property List," in your billing system and to produce the initial customer bills.
  - Describe the methods of quality control that your firm will employ to ensure that the submeters are set up in your system accurately.
- **Relating to Criterion 8: Price / Rates.**
- Provide a monthly pricing schedule including all costs associated with providing this service.
  - Provide hourly rates and estimated pricing associated with maintenance of equipment.

## **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	Weighting (Max. Points)
Criterion 1 – Women and Minority Business (WMBE) Inclusion Plan	14
Criterion 2 – Policies, Procedures and Methodology of Billing Practices	25
Criterion 3 – Billing Statements and Reports	20
Criterion 4 – Qualifications and Experience of Service Provider	20
Criterion 5 – Customer Service	20
Criterion 6 – Maintenance	5
Criterion 7 – Timeline For Setting Up Properties In Firm’s Billing System	21
Criterion 8 – Price/Rates	15
<b>MAXIMUM TOTAL POINTS</b>	<b>140</b>

## **F. SELECTION PROCESS**

An evaluation panel will rate all responses to this RFP that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1. Make a recommendation to SHA’s Executive Director and request authority to negotiate a Contract with one or more proposers; or
2. Request additional information from the proposer or proposers whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then make a recommendation to SHA’s Executive Director and request authority to negotiate a contract with one or more proposers.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

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

In the event that information obtained from the reference checks reveals concerns about any proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the Proposer is not a responsible proposer and may select the next highest-ranked Proposer whose reference checks validate the ability of the Proposer to successfully perform the contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

By submitting its proposal in response to this RFP, the 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:

<https://www.seattlehousing.org/sites/default/files/Procurement%20Policies.pdf>

## **G. CONTRACT NEGOTIATIONS**

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

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

## **H. ADMINISTRATIVE INFORMATION**

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

- A. **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.

SHA, as a U.S. Housing and Development (HUD) funded agency must comply with HUD's Federal *Section 3* requirements set forth at 24 CFR 75 which will require the selected firm to submit a monthly Section 3 Monthly Reporting Form with each invoice submitted to SHA for work performed. Section 3 Form and description of this requirement is part of this solicitation in the attachments.

- 3) **Basic Eligibility:** By submitting for this Solicitation:
- A. Proposer represents that it is licensed to do business in the State of Washington and it has a state Unified Business Identifier (UBI) number.
  - B. Proposer represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer further represents that by submitting a Proposal and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Proposer understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this RFP of Proposer's sub-contractors' (if applicable) eligibility.
  - C. Certification and Representations of Offerors Form: The Consultant shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.
- 4) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the 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.
- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.

- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **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 if required) 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.
- 10) **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 link:

[https://seattlehousing.org/sites/default/files/Consultant\\_Professional\\_Services\\_Contract.pdf](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.

In addition to any SHA-owned properties that may be included in the scope of work of this solicitation, there may be other properties for which SHA serves as General and Managing Partner. These properties are Low-Income-Housing Tax Credit limited partnerships. If any of these Limited Partnership (LP) properties are included in the scope of work under this solicitation, the selected firm must also name those LP's as additional insureds to their policy under the required insurance coverages described under Section H. 11C. below. The Contract(s) resulting from this solicitation must also be entered into by SHA, the selected firm, and all legal entities, including the LPs if applicable.

SHA may also be acting as an agent to Condominium or other Associations that are associated with the SHA or LP properties included in the scope of work for this solicitation. If so, the contract(s) resulting from this solicitation will be between the selected firm and the applicable Association.

The following is language in the standard contract document that will apply to this work:

**SHA Rules, Regulations and Policies:** The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed on or at its properties, including but not limited to, the COVID-19 Vaccination Policy for Contractors attached hereto as **EXHIBIT I** hereto. Any such rules, regulations and policies shall be binding upon the Consultant upon

delivery of a copy of them to the Consultant. SHA shall not be responsible to the Consultant for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.

SHA has determined that the current Scope of Work for this Solicitation does not require compliance with the COVID Policy

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

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, 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. Insurance Coverage and Terms: 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.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and  
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the 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. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident/disease

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit (CSL) coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the 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.

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

\$1,000,000 each Claim

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

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

\$1,000,000 each Occurrence

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

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

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.
- D. Waiver of Subrogation: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the 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.
2. The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the 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 subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of subconsultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
  - a.) Obtain from each subconsultant 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.

Criminal Background Investigation: The 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.

## Attachment A

### BILLING METHODOLOGY

SHA reserves the right to customize or amend the methodology for billing SHA tenants and commercial tenants for utility consumption throughout the duration of this contract via change order.

**Water Utility Allowance:** Tenant units managed by SHA shall be billed for water and sewer based on their monthly utility allowance. SHA will provide updated monthly utility allowances each year, and may adjust allowances at any, or all, properties at its sole discretion. The water billing vendor will be given a minimum of sixty (60) days written notice in advance of such a change..

Utility allowances are calculated for each property by household size using a 3-year rolling average consumption coupled with a standard rate (currently \$0.01 per gallon). Annual utility allowance tables will list the fixed monthly utility allowance by household size. Allowances for the calendar year will be determined using the following formula:

Monthly water utility allowance = (average gallons per capita daily per household size x 365 days) / (12 months)

**SHA tenant utility billing methodology:** SHA tenants receiving a monthly water utility allowance will received 1 invoice each month that totals the difference between the total cost of water consumed (at a rate dictated by SHA), the tenant's monthly water utility allowance, and any remaining past balance. Tenant balances (positive or negative) should remain on the water utility vendor's tenant account until a request to transfer balances is made by SHA staff.

**Standard utility billing methodology:** Market rate units and commercial units shall be billed for all usage during the billing period at the rate determined by the utility provider, and shall be based on the prevailing rate for water/sewer utilities in Seattle.

**Collections and payment enforcement:** The water billing vendor shall be responsible for billing and collecting payments from tenants. The Water billing vendor shall make an aged receivable report available to SHA on a monthly basis that includes all details pertinent to delinquent accounts. At the written request of SHA, the Water billing vendor may be required to remove balances from their ledger. For abnormal billing procedures review Attachment G.

**Unit of Measure:** The unit of measure used on statements and bills generated by the Water billing vendor for water use shall be gallons. SHA reserves the right to change the unit of measure used on bills with thirty (30) days' notice.

#### Building specific methodologies

**Lake City Court energy use:** Lake City Court is a multifamily building that has a central domestic hot water system and a central hydronic home heating system. These systems are both powered by two dedicated gas-fired boilers. Each boiler has its own submeter that measures the amount of gas used to fuel each system. Tenants of Lake City Court will be billed for domestic hot water energy (HWE) and for home heating on a separate bill from their incentivized water conservation billing. The water billing vendor will keep the tenants' domestic hot water energy (HWE) and home heating balances in a ledger that is separate from their incentivized water conservation

billings. The water billing vendor methodologies must meet the requirements of SMC 7.25 that the tenants be informed of the method used to allocate utility usage for common areas of the building.

**Lake City Court domestic hot water energy:** The water billing vendor shall bill Lake City Court tenants for domestic hot water energy based on their usage as measured by the hot water submeter installed in each unit. The building is equipped with a central domestic hot water system. The rate per hot water gallon will be calculated by dividing the total tenant gas expense specific to the domestic hot water system by the total tenant domestic hot water consumption for all dwelling units. The system also provides hot water to a common area kitchen and restrooms. The common area usage is relatively minimal and is not sub-metered. More information can be provided to the vendor, upon request.

**Lake City Court home heating energy:** The water billing vendor shall bill Lake City Court tenants for home heating based on their usage as measured by the Onicon System-30 BTU submeter installed in each unit. The rate per unit of usage of hot water energy will be based on the bill amount on the master meter bill from the gas utility provider, Puget Sound Energy. The method of calculation must meet all of the requirements of SMC 7.25 and to the extent allowed by the metering configuration, must account for common area usage. More information can be provided to the vendor, upon request.

## Attachment B

### FEES

The water billing vendor shall have the right to recover any Non Sufficient Funds (NSF) or any unpaid amounts due to the water billing vendor by SHA, or the tenant, from funds paid to the water billing vendor by tenants. The water billing vendor shall provide a schedule of fees.

**For properties not billed using the SHA tenant utility billing methodology:** The water billing vendor shall apply the full-service charge permissible under SMC 7.25 to tenants' utility bills. SHA reserves the right to retain the remainder of the full-service charge less the water billing vendor's portion. The water billing vendor shall also include a late fee on utility bills in compliance with SMC 7.25.

At SHA's option, a late fee payable to SHA will be assessed on delinquent accounts.

**For properties billed using the SHA tenant utility billing methodology:** The water billing vendor will not charge the customer fee. The water billing vendor shall subtract the total customer fees from the water billing vendor's reimbursement check for each property or bill the applicable SHA property directly for the customer fees.

The water billing vendor shall provide monthly statements with revenue checks showing the amount collected minus the number of units billed at the monthly rate, and any other fees SHA owes to the water billing vendor, as described in attachment B.

SHA will ensure that lease agreements disclose all fees charged to tenants and disclose to tenants any and all adjustments to fees that may occur from time to time.

### Credits and Adjustments

The water billing vendor shall submit to SHA recommended credits or adjustments to tenants' utility bills as needed. All credits or adjustments shall be approved by SHA. Approved credits or adjustments will be applied to the tenant's account with the water billing vendor and reflected on the next billing statement along with a clear explanation of the credit.

**Quarterly incentive credits:** The water billing vendor shall apply outstanding credits on an individual tenant's account to any past due or new charges, and any remaining credits will be carried over to the next billing cycle. On a quarterly basis, credit balances, excluding credits due to reasons other than the monthly water utility allowance, will be transferred to the tenant's ledger with SHA. Credit balances should be transferred to SHA no later than (45) days from the end period read on the final bills from each quarter. The water billing vendor will provide SHA with a quarterly report of credits to be transferred and will remove the credit balances from their ledger once the credits are posted to SHA's tenant ledger. Credit transfers may not exceed the total possible accrual of monthly utility allowances in a given period.

**Past due balance transfer:** Each month, the water billing vendor will provide SHA all past due balances that have accrued 60 or more days in a format dictated by SHA. SHA will then assume collection for those past due balances, and the water billing vendor will remove 60 days past due balances from the water billing vendors accounts.

## **Attachment C**

### **STATEMENTS**

The water billing vendor shall provide tenants with a billing statement in compliance with SMC 7.25, postmarked no later than the 17th of each month for the preceding calendar month. Every tenant shall receive a monthly statement regardless of whether they do or do not owe money that month or have a credit on their account. The water billing vendor shall format the bill in such a way that it is easily understandable. SHA will approve the final format.

SHA reserves the right to include single-page inserts with bill mailings. For example, an insert may include information about water conservation or resident consumption.

Each billing statement shall include at a minimum:

- The name and address of the tenant;
- The name, business address, and telephone number of the billing entity;
- The basis for each separate charge, including service charges and late charges (if applicable), as separate line items and show the total amount due on the bill;
- The current and previous meter readings, the current and previous read dates, the amount consumed, the amount consumed per day, the monthly utility allowance provided by SHA, usage differential (if applicable, this is the amount of usage that is above or below the allowance), and a visual representation of usage compared to allowances;
- A clearly visible "Do Not Pay" notification for any tenant with a negative (credit) balance
- Clearly state; when a bill becomes overdue, the amount of any late charges or penalties that may apply and the date upon which such late charges or penalties may be imposed;
- Any past due dollar amounts;
- Mailing address and telephone number for billing inquiries and disputes, entity responsible for resolving billing inquiries and disputes and its business hours and days of availability, and description of process used to resolve disputes related to bills as set forth in SMC 7.25.
- Statement that the bill is from the water billing vendor on behalf of SHA and not from the Utility Provider.

The water billing vendor shall process closing bills within two (2) business days of notice of a move-out from SHA property management, and be marked "final bill."

## **Attachment D**

### **STAFF TRAINING**

The water billing vendor shall provide adequate initial and ongoing training(s) for:

- SHA administrative staff and on-going annual trainings, or as needed for new administrative staff. Training for administrative staff should include orientation and use of web-based systems for tenant accounts, move-ins/outs, and associated reports.
- SHA maintenance staff and on-going annual trainings, or as needed for new maintenance staff. Training for maintenance staff should include equipment documentation for meters and metering equipment including wireless meter monitoring equipment, equipment warranty information, identifying and diagnosing meter errors, troubleshooting meter errors, and installing new or replacing existing meters.

In addition, the water billing vendor shall work with SHA to identify training needs not addressed here, to be added to the contract as needed through change order.

## **Attachment E**

### **REPORTS**

The water billing vendor shall provide SHA with reports pursuant to the following:

- Monthly aged receivables and notices of unpaid balance.
- Monthly billing reports showing the number of tenants who receive a credit, charge, or have otherwise not been billed.
- Monthly statements by property showing the total amount collected, the total amount withheld to pay for the water billing vendor's services, and the amount remitted to SHA.
- Billing and consumption history by unit.
- Units with high, low, or zero consumption.
- Monthly reports on the health of the transmitters and sub-metering system for each site. The report shall identify units with sub-metering equipment requiring maintenance or repair and shall include a detailed description of the repair issues, (i.e. meters transmitting intermittently or not at all, meter stuck on same reading, meters showing low consumption, etc.). Meters with two or more months of no consumption shall be identified as potentially broken meters.
- Monthly report summarizing billing information for corresponding month that shows unit occupancy, property information, tenant information, utility allowance received, and total billed or credited to tenant.



## Attachment F

### MAINTENANCE AND REPAIRS

**Basic Maintenance:** Onsite SHA staff will be responsible for initial trouble shooting and basic maintenance of meters. The water billing vendor shall coordinate with and shall offer remote assistance to onsite staff. In addition, the water billing vendor shall provide written directions or checklists for troubleshooting common meter issues. Water billing vendor shall provide a list of types of repairs that should be completed by water billing vendor technicians.

**Maintenance and Repair Work:** For new installations, maintenance and repair of sub-metering equipment will be covered under the equipment's warranty period.

SHA reserves the right upon expiration of the warranty period(s) to add maintenance and repair work to this Contract via Change Orders(s). SHA will notify the water billing vendor of any service work performed on system components by technicians other than the water billing vendor technicians.

**Offsets:** The water billing vendor shall work with SHA to confirm the uniformity between the actual meter read and the read sent by the transmitter prior to billing at new properties, and shall adjust offsets as needed at existing properties. If an offset must be made to ensure the two reads are consistent, the water billing vendor shall make an offset adjustment. Any onsite labor required by water billing vendor to make an offset adjustment will be invoiced to SHA at water billing vendor standard hourly rate.

## **Attachment G**

### **ABNORMAL BILLING POLICY**

If a water/sewer submeter malfunctions or is otherwise not able to produce a meter read for a given billing period, tenants will receive a bill with "\$0" due. The monthly water/sewer utility allowance will be credited to the tenant's water billing vendor account. When a water/sewer submeter reading becomes available that includes the missing billing period, this allowance will be applied to the associated charges the next billing cycle.

If a water/sewer submeter reading is not available for consecutive months, monthly water/sewer utility allowances will accrue on the tenant's water billing vendor account until a meter read becomes available for those months. On the next billing cycle that a meter read becomes available, tenants will receive a bill for the months their meter was affected. This bill will include their monthly water/sewer utility allowance from those same months.

## **Attachment H**

### **CUSTOMER SERVICE**

The water billing vendor shall be the main contact for tenants' utility billing questions or issues. The water billing vendor shall maintain a Call Center during regular business hours (8 AM to 5 PM Pacific Time, Monday through Friday) and provide operator-assisted interpretation to communicate with non-English speaking callers. All Tenant bills should include a toll-free telephone number. The water billing vendor shall handle and resolve customer complaints and shall direct requests and unresolved issues to the appropriate SHA representative. The water billing vendor shall keep records of customer interactions and transactions and will record details of inquiries, comments, complaints, and actions taken and make these records available to SHA upon request.

The water billing vendor shall provide adequate personnel, trained in the methods and techniques required to properly and satisfactorily accept phone calls related to the agency's billing policies and procedures. Personnel should have sufficient knowledge of SHA to relay information to appropriate agency personnel. The water billing vendor shall provide on-going training of call center staff when SHA adds properties or changes policies and procedures warranting a change in how calls are handled.

The water billing vendor shall also provide responses to requests for information from SHA staff within one (1) business days and maintain close communication as needed through email and phone with SHA staff.

**HOUSING AUTHORITY OF THE CITY OF SEATTLE**  
**MANUAL OF OPERATIONS**

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**SUBJECT:** COVID-19 Vaccination Policy for Contractors

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**PURPOSE:** The Seattle Housing Authority (“SHA”) is instituting a COVID-19 vaccination requirement for all Contractors that work on SHA property and have prolonged interactions with SHA staff or SHA residents. This policy furthers SHA’s responsibility to provide and maintain a safe workplace, and will help to safeguard the health of SHA’s employees and their families, as well as SHA’s clients, residents, guests, and the community at large. The context for this policy is a surge in the transmission and contraction of COVID-19, especially among the unvaccinated and vulnerable members of the community.

The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. SHA has a responsibility to ensure a safe work environment for staff and ensure the safety of our residents. SHA serves some of the most vulnerable members of the community and the agency has a responsibility to ensure their safety.

As used in this policy, the term “Contractor” means any person engaged by or for SHA to work as an independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, and includes any employees, agents, contractors, subcontractors, licensees, and invitees of any of the foregoing, but does not include a visitor to or patron of SHA property

**SCOPE:** This policy applies to all Contractors, that work on SHA property and/or have prolonged interactions with SHA staff or SHA residents. The determination of whether work or service provided by a Contractor falls or will likely fall within the scope of this Policy shall be determined by SHA in its sole and absolute discretion. Types of work or services not considered to involve prolonged interactions with staff or residents include, by way of example;

1. New construction projects;
2. Site work that is outdoors and is not on a playground. Examples include sidewalk repairs, parking lot repairs and tree removal
3. Rehabilitation or repairs of vacant units that have no common entry or common areas; and
4. Emergency repairs.

**POLICY:** As a condition of contracting with SHA, the Contractor must ensure that all individuals who perform on-site work under the Contract by, for, under, or at the direction of the Contractor (including any employees, agents, contractors, subcontractors, licensees, and invitees) must have completed a full vaccination cycle with a U.S. FDA-authorized COVID-19 vaccine and must

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provide documentation to the Contractor proving their fully vaccinated status. Individuals are considered fully vaccinated two weeks after the second dose of the Pfizer and Moderna vaccines, or two weeks after the single dose Johnson & Johnson vaccine. This requirement includes keeping up to date with booster vaccinations as recommended by public health agencies, once boosters are available locally, and complying with additional safety measures and protocols in the future as needed.

All Contractors are required to continue to follow all applicable laws and public health guidance, and must continue to adhere to SHA's COVID-19 protocols and policies.

**PROCEDURE:** The Contractor must develop and implement a vaccine verification plan that includes the following:

1. The Contractor will require any individuals performing work under the applicable contract who come on-site to provide proof of full vaccination against COVID-19 by providing one of the following:
  - CDC COVID-19 Vaccination Record Card or photo of the card; documentation of vaccination from a health care provider or electronic health record; state immunization information system record; or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.
  - The Contractor will follow the requirements set forth in applicable law for granting a disability or religious exemption from the vaccination requirement and determine an appropriate reasonable accommodation, if available.
2. The Contractor will submit a declaration that will affirm that all individuals performing work under the applicable contract who come on-site have had their vaccine status verified or an appropriate accommodation has been granted for those who have been granted a disability or religious exemption, in accordance with applicable law, understanding that SHA may conduct spot checks of the Contractor's employees/subcontractors and may request a copy of the Contractor's plan or any documentation of compliance with the plan. Regardless, Contractors will be required to comply with all applicable workplace safety protocols (e.g. masking and social distancing). As required under SHA's COVID Safety Protocols, SHA will not permit unvaccinated individuals to perform work that is expected to have any interactions with residents. Accordingly, all Contractor employees having interactions with residents **must** be vaccinated regardless of any applicable religious or medical exemptions.
3. The Contractor will not be required to submit its vaccine verification plan unless specifically request by SHA.

**EFFECTIVE:** This policy is currently not in effect. SHA will continue to monitor King County Public Health guidance and if circumstances and guidance changes, the agency may resume enforcement of this policy.

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# Certifications and Representations of Offerors Non-Construction Contract

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

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

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/offers to certify to the HA's 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 or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

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Signature & Date:

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Typed or Printed Name:

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Title:

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# SEATTLE HOUSING AUTHORITY

## Section 3 Business Concern Certification for Contracting

**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

- Corporation       Partnership       Sole Proprietorship  
 Limited Liability Company       Other (*please specify*) \_\_\_\_\_

### Select from **ONE** of the following three options below that applies:

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).

(frontside)





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**Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?

**YES**       **NO**

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

(backside)



## The Housing Authority of the City of Seattle

### Section 3 Income Limits

#### Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

#### Individual Income Limits for City of Seattle FY 2021

Income Limits Category	FY 2021 Income Limits
Extremely Low Income Limits (30%)	\$24,300
Very Low Income Limits (50%)	\$40,500
Low Income Limits (80%)	\$63,350

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

#### Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

#### Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

**SEATTLE HOUSING AUTHORITY**

**SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT**

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

**Consultant's Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

	<b>PRINCIPAL(S) Name(s)</b>	<b>Title(s)</b>
1		
2		
3		
4		
5		

<b>Consultant's Signature</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

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

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

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

**SEATTLE HOUSING AUTHORITY**

**SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS**

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

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

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

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

Prime Consultant’s Signature	Printed Name	Title	Date

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


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

Please contact \_\_\_\_\_ Diana Peterson \_\_\_\_\_ at 206-615-3470 or by e-mail at [diana.peterson@seattlehousing.org](mailto:diana.peterson@seattlehousing.org) if you have any questions regarding compliance with this requirement.



# VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,  
 ATTN: **Diana Peterson**, [diana.peterson@seattlehousing.org](mailto:diana.peterson@seattlehousing.org)  
 190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

<b>General Business Information:</b>		For SHA Use Only:	
Name of Business, Organization, or Name of Person (if payment is to an individual):		JDE Vendor No.	Purchasing contracts <input type="checkbox"/>

Mailing Address for Payments:

City:	State:	Zip Code:	E-Mail Address:
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Telephone No.:	Fax No.:	DUNS No.:
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Washington UBI No.:	City of Seattle Business License No.:	Washington Contractor's License No.:
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President/General Manager:	Principal products and/or services offered:
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<b>Type of Organization (check one):</b>					
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other _____ <input type="checkbox"/>

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

**Substitute IRS Form W-9 Certification:**

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

<b>SIGN HERE →</b>	<b>Signature of U.S. Person</b>	<b>Date</b>
------------------------	---------------------------------	-------------

<b>Ownership Status (check all that apply):</b>	<b>Racial/Ethnic Status (check one):</b>
<input type="checkbox"/> <b>MBE</b> (Minority-Owned Business Enterprise) <input type="checkbox"/> <b>WBE</b> (Women-Owned Business Enterprise) <input type="checkbox"/> <b>MWBE</b> (Minority / Women-Owned Business Enterprise) <input type="checkbox"/> <b>CBE</b> (Combination Business Enterprise) <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>HUD Section 3 Business</b> <input type="checkbox"/> Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises) <input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	<input type="checkbox"/> Caucasian (1) <input type="checkbox"/> African American (2) <input type="checkbox"/> Native American (3) <input type="checkbox"/> Hispanic American (4) <input type="checkbox"/> Asian/Pacific American (5) <input type="checkbox"/> Hasidic Jews (6)

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

<b>SIGN BELOW:</b>	
Signature of Authorized Representative of Vendor:	Date:

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

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

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at

## #5550 Attachment J – Forms to complete and return with proposal

[https://www.seattlehousing.org/sites/default/files/Purchase\\_Orders\\_Terms\\_Conditions.pdf](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.

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

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

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

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

**Contract Payments:** Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://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 Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or [tran.wong@seattlehousing.org](mailto:tran.wong@seattlehousing.org).

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

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

**#5550 Attachment J – Forms to complete and return with proposal**

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.