

REQUEST FOR PROPOSALS

SECURITY SERVICES FOR SHA'S HOPE VI COMMUNITIES

The Seattle Housing Authority (SHA) is seeking proposals from qualified security firm to perform security services for the SHA's garden communities of High Point, NewHolly and Rainier Vista as well as other SHA entities as described more fully in the Request for Proposals (RFP.)

Obtaining the RFP: Visit our website at <https://www.seattlehousing.org/do-business-with-us/solicitations> to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may e-mail Matt Hausman, Design and Construction Contracts Administrator at matt.hausman@seattlehousing.org.

Questions: Any questions or requests for further information must be submitted in writing no later than 2:00 pm on Monday, October 3, 2022 to the Sr. Contract Administrator noted above by e-mail at matt.hausman@seattlehousing.org.

Submission Deadline: Proposals (one original and six copies) must be received not later than 2:00 pm on Monday, October 17, 2022 at SHA's street address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Matt Hausman, Design and Construction Contracts Administrator
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

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

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

Philip D. Summer
Deputy Director of Procurement and Contracts

CONSULTANT REGISTRATION FORM

If you plan on submitting a Proposal for this project, please complete this registration form and e-mail it to Matt Hausman, Design and Construction Contracts Administrator at matt.hausman@seattlehousing.org so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 5593

SECURITY SERVICES FOR SHA'S HOPE VI COMMUNITIES

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION NO. 5593)

for

SECURITY SERVICES FOR SHA'S HOPE VI COMMUNITIES

TABLE OF CONTENTS

A. INTRODUCTION.....	2
B. SUBMITTAL REQUIREMENTS.....	2
C. SCOPE OF WORK	5
D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL	5
E. CONSULTANT EVALUATION CRITERIA	11
F. SELECTION PROCESS	12
G. CONTRACT NEGOTIATIONS.....	13
H. ADMINISTRATIVE INFORMATION	13

ATTACHMENTS:

- A. Price Proposal – Year 1 (01/01/23 through 12/31/23)
- B. Procedures for Security Services in Residential Communities
- C. Forms:
 - Vendor Fact Sheet
 - Suspension and Debarment Compliance Certificate for Consultant
 - Suspension and Debarment Compliance Certificate for Sub-Consultants (if applicable)
 - Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)
 - For-Profit Subgrantee and Contractor Certifications and Assurances Form
- D. HUD Section 3 Information and Section 3 Forms

RFP Issued On:	Proposal Due:
Tuesday, September 20, 2022	2:00 p.m. on Monday, October 17, 2022

Seattle Housing Authority

Request for Proposals (Solicitation No. 5593)

SECURITY SERVICES FOR SHA'S HOPE VI COMMUNITIES

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional security or guard services company to provide SHA with security services at various housing communities within the city of Seattle. The selected firm will perform the following tasks: patrol the communities; enforce park closure hours; respond to calls from residents, site commercial tenants, site based agency staff, and from home owners; and, enhance the safety and security of employees, residents and property in the communities.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

Our Mission

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

Our Values

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

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

- 3) **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.
- 4) **Race and Social Justice Initiative (RSJI).** SHA is committed to advancing racial and other social justice equity and has a focused affirmative plan to educate staff on the effects of racism and other oppressions on the work of SHA, our employees,

residents and stakeholders; and to eliminate institutional racism and other oppressions at SHA.

- 5) **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
Deadline for Questions	N/A	Monday	10/03/22	2:00 pm
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
<u>Mail To:</u> Seattle Housing Authority Attn: Matt Hausman, Contract Administrator P.O. Box 19028 Seattle, WA 98109- 1028	<u>OR Hand Deliver To:</u> Seattle Housing Authority Attn: Matt Hausman Contract Administrator 190 Queen Anne Avenue N. Seattle, WA 98109	Monday	10/17/22	2:00 pm

Questions: Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to Matt Hausman at matt.hausman@seattlehousing.org.

Addenda: In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at: <http://www.seattlehousing.org/business/consulting/requests/>. It is the responsibility of proposers to check this website before submitting and downloading any addenda issued. If you are unable to download the addenda, you may e-mail the Design and Construction Contract Administrator, Matt Hausman at matt.hausman@seattlehousing.org to have a copy of the addenda mailed or e-mailed to you.

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 12 point font on 8½" by 11" sheets. The following are NOT INCLUDED in the page limit mentioned above: your cover letter, vendor fact sheet, resumes, Section 3 form, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), 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 six (6) 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.

- Price / Rates
- Vendor Fact Sheet
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form
- Any of the Section 3 Forms found in Attachment D that are applicable to your firm/team.

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

1) General Description of Communities:

- A. **High Point Community:** The High Point community is located in the southeast portion of West Seattle. The site is generally bordered by High Point Drive SW and 28th Avenue SW along the east, 35th and 33rd Avenues SW on the west, SW Raymond and Juneau Streets along the north, and SW Holly and Myrtle Streets along the south. The community contains 600 rental units, including one low-rise apartment building, and community facilities. In addition, there are homeowner occupied units. There are parks and a community Urban Farm.
- B. **Rainier Vista Community:** The Rainier Vista Community is located in the Rainier Valley on a 67 acre site. The site is bordered by the Cheasty Greenbelt on the west, Dakota and Andover Streets on the north, South Alaska Street on the south, and Renton Avenue South and 33rd Avenue South on the east. The site is bisected by Martin Luther King Jr. Way South into two separate halves as follows: a 38 acre west half, designated as Phase I of Rainier Vista; and, a 29 acre east half, designated as Phase II of Rainier Vista.

The west half of the community (Rainier Vista West) contains 184 rental units, including two low-rise apartment buildings, and community facilities. In addition, there are homeowner occupied units and privately owned and operated apartment complexes.

The east side of the community (Rainier Vista East) contains 200 rental units. In addition, there are homeowner units and privately owned and operated apartment complexes; as well as a Boys and Girls Club facility, and sports field.

- C. Tamarack Place Condo: The Tamarack Place Condo is located at 4570 Martin Luther King Jr Way South in the east side of the Rainier Vista community. Tamarack Place Condo is a large complex with commercial space on the first floor and 83 residential units.
- D. Lake City Court: The Lake City Court is located in North Seattle, in the Lake City neighborhood, just north of NE 125th Street between 33rd and 35th Avenue NE. There are 86 units in a four-story, secure entrance, apartment complex. There is an underground, gated parking garage
- E. NewHolly Community and Neighborhood Campus: The NewHolly Community is located in the Rainier Valley on a 104 acre site. The site is bordered by Bozeman Street on the south, Morgan Street on the north, 28th Avenue South on the west and Martin Luther King Jr. Way South on the east. The NewHolly community is three separate properties. Phase I and Phase II are connected and are north of Othello Street. Phase I is 47 acres and has 305 rental units and 1434 owner occupied homes. Phase II is 40 acres and has 96 rental apartments and 158 owner occupied homes. Phase III is 31 acres and has 219 rental apartments, including one low-rise apartment building, with commercial space on the first floor; and 105 owner occupied homes. Phase III is located south of Othello Street and is separated from Phases I and II as a result.
- F. NewHolly Neighborhood Campus: The NewHolly Neighborhood Campus Condominium is located in NewHolly Phase I. The Campuses where community service providers such as the South Seattle Community College and the Seattle Public Library are located.

2) Description of Duties:

The selected security services company shall provide all labor and equipment to perform the following security services at the communities described above consistent with, and in addition to the requirements of Attachment B hereto – “Procedures for Security Services in Residential Communities,” and consistent with the schedule outlined in Attachment A – “Year 1 Schedule.” SHA reserves the right to adjust this schedule, as needed. The selected security services company shall be required to attend weekly meetings with each of the NewHolly, High Point and Rainier Vista management teams to discuss adjustments to the sites and schedules during transitional times, and to ensure that the Security Officers meet the following expectations and perform the following responsibilities:

- A. Security Officer Requirements: Security Officers performing services under the contract to be executed based on this RFP must:
- Be 21 years of age or older.
 - Have completed training and be licensed to provide security services.
 - Not be armed. However, Security Officers may carry pepper spray.

- Be in uniform at all times while on duty. Any uniform will be approved as long as it identifies them as Security.
- Comply with the requirements of the security company's Employee Handbook.
- Pass a criminal background check [see Section H.10) F. herein.]

B. Patrol Duties: Security Officers shall sign-in at the start of their shift at the designated location, typically the management office, and patrol and provide security checks at key points in each community to provide maximum security for the residents and property. These security checks shall be varied and conducted randomly throughout each shift.

C. Methods of Patrol and Communication: The security company shall provide one uniformed vehicle patrol officer for each community. Generally, patrol vehicles, are to be used and will be used in addition to foot and bicycle patrols. All patrol vehicles must be supplied by the security company. In some instances, particularly with the NewHolly Campus, bicycles or on-foot patrols may be the only options due to the campus configuration. During summer months, bicycle patrols should be an option for the patrolling officers for all communities in order to make a better connection with the residents in the areas. In order to ensure continuity of services and that the Security Officers become familiar with the residents and dynamics of each community, the security company shall ensure that specific Security Officers assigned to each community remain constant over time and shall make all efforts to not change Security Officers during the term of the contract to be executed based on this RFP. Security Officers must:

- Be equipped with a cellular phone in order to receive and respond to calls from residents, homeowners, agency site staff or Management at all times. The contact telephone number for the Security Officers may not be changed during the term of the contract to be executed based on this RFP.
- Respond within 30 minutes or less to telephone calls from residents, homeowners, agency staff, or management.
- Maintain and have available at all times while on duty a list of key community and management contacts, and make direct contact with on-duty SHA management and/or agency staff as necessary.
- Go to residents' and/or homeowner homes, as needed, to respond to security concerns.
- Complete a one-time orientation with the property's Senior Property Manager, before beginning patrol duties at the locations.

D. Communications with Residents, Homeowners and Youth: Security Officers shall interact positively and encourage effective communication with residents and homeowners of the communities. In particular to the greatest extent possible, Security Officers shall interact and dialogue with the youth of each community, in order to reinforce positive behaviors and to provide alternative behaviors for youth who are violating community rules and/or creating disturbances. To assist Security Officers in their communication with residents, SHA may provide the security company with the names of staff, agencies, and residents who may be available to translate for the Security Officers as needed.

Communication with the Seattle Police Department (SPD): Officers of the SPD are a critical element in maintaining security and law enforcement at the communities. The security company shall ensure that the Security Officers work cooperatively with, and establish and maintain good, positive communications with the SPD assigned to the geographic area. Security Officers shall work directly with SPD Officers

- E. Domestic Violence: Security Officers must record domestic violence and other family disturbances and contact the SPD immediately.
- F. Cooperation with SHA Personnel: The security company and its Security Officers shall work cooperatively with the SHA Property Management Administrator and the Senior Property Managers and staff at the communities.
- G. Premises Checks: On each shift, Security Officers shall patrol the entire sites of the communities, including but not limited to the rental, commercial, and for sale properties, areas of high activity, and agency and management offices, as specified by SHA. Security Officers shall make regular checks within apartment or community complexes, of windows, doors, stairwells, lobby areas, and parking areas.
- H. Interaction with Loiterers: Security Officers shall assist with enforcing park hours, curfews, parking violations, and “No Trespassing” rules, identify loiterers and trespassers, and guide violators to their residences or off the premises as applicable.
- I. Drug or Suspicious Activity: Security Officers shall assist with identifying persons and/or residential units involved in drug or suspicious activity and shall notify SPD and SHA personnel. Security Officers will monitor residential units to document suspicious activity, at the request of SHA.
- J. Deterrence Through Enforcement: Security Officers shall maintain a visible presence in the community, assist in enforcing the community rules, and inform residents and guests of community rules and trespass policies.
- K. Complaints by Residents/Homeowners: Security Officers shall immediately log or otherwise document complaints received about other residents/homeowners, their guests or visitors, and refer to the Senior Property Manager, as appropriate.
- L. Trespass Notices: Security Officers shall enforce trespass rules, ask violators to leave the premises and telephone 9-1-1 for assistance in removing uncooperative individuals. Security Officers shall issue trespass cards and notices to individuals as appropriate, especially to individuals in the fenced-off areas of High Point and Rainier Vista or in community parks or open spaces or Neighborhood Campus after curfew, and seek the assistance of the SPD as needed.
- M. Daily Log: Security Officers shall record their activity at least hourly into an incident log, which will remain in the management office or a designated location or in electronic/on-line form.

- N. Towing Authority: Security Officers shall ticket and/or arrange towing for vehicles, with the authorization of the Senior Property Manager or Property Manager, that violate community parking rules. Parking rules includes the prohibition of vehicle repairs on SHA property. Security Officers shall report violators to the management office. The communities include public and private streets and private lot and/or cul-de-sac parking. On public streets, Security Officers shall work with the SPD to tag inoperative, unlicensed vehicles. In private parking areas of the site, parking may be assigned. Alley parking is prohibited and Security Officers shall arrange for towing of vehicles parked in alleys. Registration information will be made available to Security Officers who shall check vehicles for operable condition and for parking in assigned stalls.
- O. Illegal Dumping and Disposal: Security Officers shall monitor for improper or illegal dumping of trash, furniture or any debris into common areas. Security Officers shall record information on the vehicles involved, shall attempt to identify the individuals, and shall contact SPD for ticketing and/or arrest, if opportunity arises. Security Officers shall contact violators and advise them to cease dumping, and shall notify the Management office, as appropriate, for follow-up action.
- P. Building Access: Security Officers shall provide tenants access to apartment complexes when the access card reader system does not operate properly or if a tenant is locked out of the building. Security Officers shall not provide access into residential units unless access to the unit is specifically authorized by SHA/Management Staff.
- Q. Alarm Responses: When a Security Officer is on duty, he/she will take care of alarm responses.
- R. Special Occasions: Special Occasions include such things as security during Festivals, Community gatherings, scheduled events in the buildings such as weddings, and extra security during school breaks, Fourth of July, etc. In general, Special Occasions will be scheduled with 48 hours' notice or more.
- S. On-Call Services: The Security firm may be requested to provide on-call services, with less than 48 hours' notice, to respond to unforeseen problems, when no Security Officer is on duty.

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: **Race and Social Justice Initiative (RSJI)**

- o Provide a detailed Plan describing your firm's good faith efforts to identify and address racism and other oppressions both within and without your organization.
- o If applicable, please indicate training, tools and other resources that are available for your employees to work proactively for race and social justice equity.
- o If applicable, state steps or processes in place that enable your organization to provide services in a culturally responsive and relevant way.

Relating to Criterion 2: Women and Minority Business Enterprise (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 3: Experience of Security Company:** A list of properties of comparable size to the communities for which the security company currently provides security services. Include the following in the list: name of property; address/location; number and type of units; number of acres; length of service; description of services provided; description of diversity of population served; specific techniques used to ensure that security needs for comparable sites are addressed; contact information for property manager or owner. Provide a copy of the security company's license to operate as a private security company in the State of Washington (in accordance with RCW 18.17.)
- **Relating to Criterion 4: Experience of Security Company Management:** Resumes for the owners and key management personnel of the security company demonstrating their experiences in managing similar security services to those described in this RFP. Describe the supervisory structure over the Security Officers; availability of the supervisor to address concerns, complaints, conduct, or support for critical incidents on site; and supervisory experience and skills to manage the Security Officers assigned to this work to meet the required interactions with youth (teens) in the community in a manner that will promote a respect for property and a sense of safety for all residents. Describe how your firm will ensure continuity of Security Officers assigned to work at each of the communities that are part of this RFP.
- **Relating to Criterion 5: Security Officers:** Describe your internal security company procedures for ensuring that Security Officers are hired in accordance with the requirements of State Law (RCW 18.170), including your understanding of the requirements of the law. Describe your recruitment procedures to ensure that Security Officers to be assigned to the work of the contract to be executed based on this RFP are experienced, mature, and at least 21 years of age. Describe the comprehensiveness of your training program for security officers, including training in community relations to ensure their sensitivity to working with diverse populations, to developing mediation skills, and communicating effectively with the community.
- **Relating to Criteria 6: Proposed Price:** Determine your all-inclusive hourly rate for Security Officers for performing all the work described in this RFP. Your all-inclusive hourly rate shall be a compilation of all costs including labor, overhead,

fringe benefits, administrative costs, equipment, vehicles, supplies and profit. Using these rates:

- Print out a copy of ATTACHMENT A – PRICE PROPOSAL and enter this rate in the appropriate boxes for all Regular Time hours. Use this rate to calculate your Holiday Rate (cannot exceed 1½ times the Regular Rate.) Enter the Holiday Rate in the appropriate boxes. Perform the multiplication for each and enter the totals in the appropriate boxes. (A MicroSoft Excel form that will perform the calculations for you is available at the following address: <http://www.seattlehousing.org/business/consulting/requests/815983/>.)
 - Determine the all-inclusive hourly rates for “As-Needed for Special Occasions or On-Call” with more than 48 hours’ notice and with less than 48 hours’ notice, and enter them in the appropriate boxes.
- **Include a copy of your Employee Handbook:** A copy of the security company’s Employee Handbook detailing the security company’s practices and procedures, and expectations of Security Officers.
 - **Provide resumes for the key personnel** named in your response.
 - **Include a list of at least three references** for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)

E. CONSULTANT EVALUATION CRITERIA

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

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a proposal, the Consultant and any sub-consultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a point system of relative importance with an aggregate total of one hundred thirty-five points will be utilized to evaluate the qualifications of each proposer:

Evaluation Criteria - Qualifications		Weighting (Max. Points)
1	Race and Social Justice Initiative (RSJI) (See Section D above for a complete description of this Criterion.)	20

2	Women and Minority Owned Business (WMBE) Inclusion Plan (See Section D above for a complete description of this Criterion.)	15
3	Experience of Security Company: (See Section D above for a complete description of this Criterion.)	20
4	Experience of Security Company Management: (See Section D above for a complete description of this Criterion.)	20
5	Security Officers: (See Section D above for a complete description of this Criterion.)	30
MAXIMUM TOTAL POINTS FOR QUALIFICATIONS		105

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

Evaluation Criterion – Price/Rates		
6	Proposed Price: (See Section D above for a complete description of this Criterion.)	30
<u>MAXIMUM TOTAL POINTS FOR QUALIFICATIONS AND PRICE/RATES</u>		135

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:

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

G. CONTRACT NEGOTIATIONS

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

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

H. ADMINISTRATIVE INFORMATION

- 1) **Small and/or Disadvantaged Business Enterprise Requirements:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP. As outlined in more detail in Section D, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.
- 2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer is required to submit with their one original proposal, the Section 3 Business Certification and Resident Employment Plan form.

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

1. The work to be performed under this contract is subject to the requirements of the Section 3 Laws. The purpose of the Section 3 Laws is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by the Section 3 Laws, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Consultant shall comply, and shall require its subcontractors and subconsultants to comply, with the requirements of 24 CFR 75.9. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Laws.
3. The Consultant agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Consultant agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Consultant will not subcontract with any subcontractor or subconsultant where the Consultant has notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.
4. The Consultant will provide certifications in form and substance required by Owner at such times as Owner may request, certifying (i) its compliance with the Section 3 Laws, and (ii) as to such facts and circumstances pertaining to the Section 3 Laws as Owner may require or request, including, without limitation, certification with respect to total number of labor hours worked under this Agreement, labor hours worked by Section 3 Workers (as defined in the Section 3 Laws), and labor hours worked by Targeted Section 3 Workers (as defined in the Section 3 Laws).
5. Noncompliance with the Section 3 Laws may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
6. Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.

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. 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) 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

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.

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.
- H. Criminal Background Investigation: The Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and subconsultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or 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
PRICE PROPOSAL**

Year 1 (01/01/23 through 12/31/23)

This form must be completed and included in your Proposal package.

SHA has determined the number of regular days and holidays used in the tables below for January 1, 2023 through December 31, 2023. The recognized 2023 holidays are as follows:

Sunday, January 1 – New Year's Day, Monday, January 16 – Martin Luther King Jr. Day,
Monday, February 20 – President's Day, Monday, May 29 – Memorial Day, Monday, June 19 –
Juneteenth, Tuesday, July 4 – Independence Day, Monday, September 4 – Labor Day,
Thursday, November 23 - Thanksgiving Day, Monday, December 25 - Christmas Day,

Please review each of the following tables with the days and hours associated with each and then tab through and enter your hourly rates into the appropriate cells for each.

The hourly rates must include the base salary rates plus overhead, fringe benefits, profit and any administrative costs. Once you have entered the rates, the form will calculate the total cost for each table / location and will tabulate the Grand Total Costs.

A MicroSoft Excel form that will perform the calculations for you is available at the following web address:

<http://www.seattlehousing.org/business/consulting/requests/815983/>

NewHolly Neighborhood Campus Services:

Number of Personnel: One guard stationed at NewHolly Campus

Days: Monday through Friday

Times: 2:00 p.m. to 9:30 p.m. (7 hours plus a 30 minute break)

Day: Saturday

Times: 12:00 p.m. (noon) to 6:30 p.m. (6 hours plus a 30 minute break)

Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:

Approximate # of Hours for Estimating Purposes	x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	2,090	x	=	\$ -	
Holiday	49	x	=	\$ -	
Total of					\$ -

NewHolly Community Services

Number of Personnel: One to two guards patrolling the NewHolly Community

Days when School is in Session: 4 days per week as follows: Monday, Wednesday, Friday and Saturday, alternating weekly with Tuesday, Thursday, Friday and Saturday.

Patrol Times: 3:00 p.m. to 8:30 p.m. (5 hours per day plus a 30 minute break).

Days when School is not in Session: 4 days per week as follows: Monday, Wednesday, Friday and Saturday, alternating weekly with Tuesday, Thursday, Friday and Saturday.

Patrol Times: 3:00 p.m. to 10:30 p.m. (7 hours per day plus a 30 minute break).

Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:

Approximate # of Hours for Estimating Purposes	x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	1,854	x	=	\$ -	
Holiday	18	x	=	\$ -	

Total of					\$	-
<u>High Point Community Services</u>						
<u>Number of Personnel:</u> <u>One guard</u> patrolling the High Point Community						
<u>Days when School is in Session:</u> 4 days per week as follows: <u>Monday, Wednesday, Friday and Saturday alternating weekly with Tuesday, Thursday, Friday and Saturday.</u>						
<u>Patrol Times:</u> <u>3:00 p.m. to 8:30 p.m. (5 hours per day plus a 30 minute break).</u>						
<u>Days when School is not in Session:</u> 4 days per week as follows: <u>Monday, Wednesday, Friday and Saturday, alternating weekly with Tuesday, Thursday, Friday and Saturday.</u>						
<u>Patrol Times:</u> <u>3:00 p.m. to 10:30 p.m. (7 hours per day plus a 30 minute break).</u>						
<u>Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:</u>						
Approximate # of Hours for Estimating Purposes		x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	1,136	x		=	\$ -	
Holiday	22	x		=	\$ -	
Total of						\$ -

<u>Rainier Vista Community Services</u>						
<u>Number of Personnel:</u> <u>One guard</u> patrolling the Rainier Vista Community						
<u>Days when School is in Session:</u> 3 days per week as follows: <u>Friday and Saturday plus one varying weekday floater</u>						
<u>Patrol Times:</u> <u>5:00 p.m. to 10:30 p.m. (5 hours per day plus a 30 minute break).</u>						
<u>Days when School is not in Session:</u> 4 days per week as follows: <u>Monday, Wednesday, Friday and Saturday, alternating weekly with Tuesday, Thursday, Friday and Saturday.</u>						
<u>Patrol Times:</u> When school is in session, <u>5:00 p.m. to 12:30 a.m. (7 hours per day plus a 30 minute break).</u>						
<u>Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:</u>						
Approximate # of Hours for Estimating Purposes		x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	1,344	x		=	\$ -	
Holiday	16	x		=	\$ -	
Total of						\$ -

<u>Tamarack Place Condominium</u>						
<u>Number of Personnel:</u> <u>One guard</u> patrolling the Tamarack Place Condominium						
<u>Days:</u> 3 days per week as follows: <u>Friday and Saturday plus one varying weekday floater.</u>						
<u>Patrol Times:</u> <u>9:00 p.m. to 1:00 a.m. (4 hours per day).</u>						
<u>Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:</u>						
Approximate # of Hours for Estimating Purposes		x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	620	x		=	\$ -	
Holiday	8	x		=	\$ -	
Total of						\$ -

Lake City Court Services Community:

This Community is different from the others in that it has a Not-to-Exceed annual amount of \$5,000. Please enter your Hourly Rates only on this one.

Number of Personnel: One guard patrolling the Lake City Court Community on an as-needed basis as follows:

Days: Various as-needed schedule of services to be set by discussions between the Lake City Court Management and selected security firm.

Patrol Times: To be determined after discussions between the Lake City Court Management and selected security firm.

Year 1 (01/01/23 through 12/31/23) Hours / Rates / Costs:

Approximate # of Hours for Estimating Purposes	x	Hourly Rates	=	Sub-Totals	Total Cost
Regular	x		=	\$ -	
Holiday	x		=	\$ -	
Not to Exceed a Total of					\$ 5,000.00

As-Needed for Special Occasions or On-Call Assignments

MORE THAN 48 HOURS NOTICE	
Type of Hours	Hourly Rates
Regular	
Holiday	

LESS THAN 48 HOURS NOTICE	
Type of Hours	Hourly Rates
Regular	
Holiday	

ATTACHMENT B
(Contract No. 5593)
Procedures for Security Services in SHA Communities

I. General Duties and Responsibilities of Security Officers

- A. The Security Officer will treat all residents, guests, and Seattle Housing Authority (SHA) Management staff with due courtesy and respect.
- B. When arriving for duty, all Security Officers will report to the Senior Property Manager, Property Manager or designated employee. The Security Officer will log in, receive any special instructions, and conduct an inspection of the property to ensure that it is secure. The first-shift Security Officer shall relay any special instructions to the second-shift Security Officer at the start of the second shift. The second-shift Security Officer then shall conduct an inspection of the property to ensure that it is secure.
- C. The Security Officer will keep a written log which represents a record of service during his/her shift, and which records all incidents, both routine and non-routine. This record will include arrival and departure times, actions taken, incidents observed, and notes on all suspicious activities.
- D. In certain circumstances, and if included in site instructions, the Security Officer will request identification from all entrants coming onto the site, whether they be residents or guests, and allow entry only to bona fide residents and to guests who are accompanied by residents.
- E. During the initial inspection and while on duty, the Security Officer shall give special regard and attention to the security of entrances to the Management Office, the Resident Information Center and the agency offices nearby, to suspicious persons and vehicles on the property; and to safety and fire hazards.
- F. When encountering persons or hazards deemed to be an imminent threat to life, limb, or property, the Security Officer will notify 911 immediately to report the threat or hazard to the proper authorities.
- G. After notifying 911, the Security Officer will notify the Senior Property Manager, Property Manager or designated employee, then properly log the incident. In the event there is no on-site Senior or Property Manager or designated back-up available after 5:00 PM, and on weekends, the Security Officer will call a telephone number to be provided after contract award to report the incident to SHA's answering service, which will invoke an emergency protocol to inform appropriate SHA Management staff.
- H. Whenever there has occurred a significant event involving suspicious persons, safety hazards, documented criminal activity, or incidents involving injuries or property damage, the Security Officer will prepare a report and provide a copy to the Senior Property Manager within 24 hours.
- I. The Security Officer will report any circumstances which are unusual but not deemed to be emergencies to the Senior Property Manager or designated back-up if they are available in person or by telephone, or otherwise will immediately log the circumstance.
- J. The Security Officer will follow all site-specific instructions for the site to which he/she is assigned, as developed by the Senior Property Manager for that site, and/or the shift supervisor of the security services contractor.
- K. The Security Officer will abide by all operating rules and procedures adopted by the security service contractor by whom he/she is employed.
- L. At the conclusion of a shift, the Security Officer shall complete his/her log and leave a copy of it for the Senior Property Manager or designated back-up for review.

- M. Upon leaving his/her post at shift's end, the Security Officer will secure all entries, and return any keys or SHA equipment to the area identified by the Senior Property Manager, Property Manager or designated back-up.

II. Examples of Suspicious Activity That Should Be Noted by Security Officers

- A. Any person or persons loitering within the site.
- B. Any vehicles parked on High Point or Rainier Vista property that do not have a registration tag on the rear view mirror or are known to be a vehicle of a guest of a resident.
- C. Suspicious activities may include, but are not necessarily limited to, the following:
 - 1. Transfer of small objects from hand to hand in return for money.
 - 2. Individuals loitering (hanging out), consuming alcohol or other drugs, with discreet exchanges of small items between individuals.
 - 3. Individuals with known gang affiliations loitering inside or near the outside perimeter of the site.
 - 4. Persons attempting to enter the site under false pretenses.
 - 5. Persons wandering the halls of the Management Office, the Resident Information Center or any of the agency offices, the common areas, or loitering where other persons pass or legitimately congregate.
 - 6. Persons observed "trying" doors in search of unlocked entries.
 - 7. Abandoned vehicles, "junkers" or vehicles leaking excessive engine/driveline fluids.
 - 8. Heavy flow of vehicles to High Point or Rainier Vista parking areas while vehicle occupants remain in their cars and are met by others.
 - 9. Frequent visitors to specific residences who stay for short duration.
 - 10. Non-residents coming and going on a regular basis who have keys to the units.
 - 11. Persons known to be non-residents who are observed over a period of time frequenting specific units, which may indicate that they are lodgers.
 - 12. Uncivil behavior on the part of residents, visitors or homeowners, which may include the disturbance or harassment of other residents or guests, or which may be the result of intoxication or drug abuse.

III. Guidelines for Dealing with Safety Hazards

- A. While conducting inspections or roving the area, Security Officers will ensure that all previously described buildings' fire doors, common area doors, storage doors and non-residential doors are closed and not propped open.
- B. Security Officers will inspect for flammable items left outside the buildings, especially against the buildings, and notify the Senior Property Manager or designated back-up of any flammables found.
- C. While conducting inspections or roving the area, Security Officers will note any volatile chemicals improperly stored or placed inside or outside the area, taking appropriate action to report the finding, according to the level of danger perceived. No Security Officer, resident, or unqualified SHA employee should intervene in the collection or disposal of any chemicals.
- D. Protocol for responding to fire alarms/security alarms will be posted on site, and Security Officers will familiarize themselves with the fire alarm system/security system of the facility in which they are working.
- E. While conducting inspections or roving the premises, Security Officers will note and report any potential tripping hazards or other dangers posed by items found in common areas.

- F. Dangerous weapons and tools should be secured by the Security Officer if that action poses no threat to the Officer or to others.
- G. Syringes found in common areas should be placed in the building's sharps container by the Security Officer if he/she has been given that training by the security services contractor. Otherwise, the finding of syringes should be reported to the Senior Property Manager or designated back-up.
- H. Biological hazards should be dealt with by the Security Officer only to the extent of his/her training. Otherwise, biological hazards should be reported to the Senior Property Manager, Property Manager or designated staff person, if available, or to 911, according to the perceived level of danger.
- I. If a security officer receives a threat involving a bomb or other explosive device, the Security Officer shall notify 911 immediately then notify the Senior Property Manager, Property Manager or designated staff person.

IV. General Reporting Guidelines

- A. Any activity or incident which the Security Officer believes creates an imminent risk to life or property must be reported promptly to 911. Calls to 911 must always be followed with a verbal report to the Senior Property Manager or designated back-up, and then with a written report to the SHA Senior Property Manager and the security contractor supervisor.
- B. Activities of an unusual but non-emergency nature must be logged in the Security Officer's shift log, reported to the Senior Property Manager or designated back-up, and may, depending upon the perceived level of risk, be reported as a specific communication addressed to the Senior Property Manager.
- C. When reporting suspicious activity, the Security Officer should give as accurate a description of the individuals and vehicles involved as possible, endeavoring to note the following features:
 - 1. Persons: Race, age, height, weight, hair color, skin tone, build, unusual features such as scars, tattoos, or speech patterns; and color and description of clothes, including hat, coat, shirt, pants, and shoes.
 - 2. Vehicles: Color, year, make, model, number of doors, and license plate number and state.

V. General Responsibilities of Security Service Contractors and Their Employees

- A. Security Officers will meet all state and local requirements for the private security profession.
- B. Prior to being assigned to SHA properties, Security Officers shall have received the minimum mandatory training hours established in your firm's Employee Handbook for unarmed security officers and consistent with the requirements of State law.
- C. Unless specifically authorized in writing by SHA, no Security Officer will be armed with a firearm or other dangerous weapon. If specifically authorized in writing to carry a firearm, the Security Officer shall have received the minimum mandatory training established by State law for carrying a firearm.
- D. All Security Officers will obey federal, state and local laws while performing security duties for SHA.
- E. Security Officers will observe and follow all relevant SHA policies and procedures while performing security services and interacting with residents, SHA staff, and the general public.

- F. Security Officers will not detain, or attempt to detain any person on SHA's property. Remedial action involving detention of individuals shall be accomplished only through calling 911. This directive does not exclude a Security Officer from coming to the immediate assistance of a citizen, resident, guest, or SHA staff member who is under duress, nor does it deprive the Security Officer of their legal right to self defense, should there be a threat of imminent harm or actual physical violence.
- G. Security Officers will under no circumstances enter a residence, even when invited, unless performing their assigned duties *and* accompanied by the Senior Property Manager or designated employee.
- H. Security Officers will not smoke inside any SHA property.
- I. Security Officers will not use SHA telephones for any non-business-related purpose.
- J. Security Officers will respect the privacy of all residents by observing strict confidentiality over any resident information which may become known to them, including addresses, telephone numbers, and written information in resident files stored on site.
- K. Security service contractors will ensure that all Security Officers read, understand and follow the SHA Procedures for Security Services in Residential Communities. Further, security service contractors will maintain a record of each Security Officer's training and instructions regarding this directive. Where the Contractor's written procedures conflict with SHA's written procedures, SHA's shall prevail.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: Matt Hausman, Purchasing
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:

For SHA Use Only:

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

JDE Vendor No.

Mailing Address for Payments:

City:

State:

Zip Code:

E-Mail Address:

Telephone No.:

Fax No.:

DUNS No.:

Washington UBI No.:

City of Seattle Business License No.:

Washington Contractor's License No.:

President/General Manager:

Principal products and/or services offered:

Type of Organization (check one):

Individual

☐

Sole Proprietor

☐

Partnership

☐

Corporation

☐

Governmental Agency

☐

Other

☐

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

Substitute IRS Form W-9 Certification:

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

SIGN HERE→

Signature of U.S. Person

Date

Ownership Status (check all that apply):**Racial/Ethnic Status (check one):**

- ☐ **MBE** (Minority-Owned Business Enterprise)
☐ **WBE** (Women-Owned Business Enterprise)
☐ **MWBE** (Minority / Women-Owned Business Enterprise)
☐ **CBE** (Combination Business Enterprise)
☐ **Small Business** ☐ **HUD Section 3 Business**

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

☐ Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)☐ Self-Identified (SHA may request a signed statement re: self-certification)

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

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

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

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

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

[https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf](https://www.seattlehousing.org/sites/default/files/Purchase%20Orders%20Terms%20Conditions.pdf)

Vendor Fact Sheet Instructions

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

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

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

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

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

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

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

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

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

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

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

Consultant's Firm Name: _____

Address: _____

City, State, Zip: _____

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

Consultant's Signature	Printed Name	Title	Date

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

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

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and

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

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 Matt Hausman, Purchasing at matt.hausman@seattlehousing.org if you have any questions regarding compliance with this requirement.

**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/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> 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 submittal, 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 submittal, 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 submittals: (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 submittal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

For-Profit Subgrantee and Contractor Certifications and Assurances

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

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

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

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

rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

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

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

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

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

Return this form to:
Seattle Housing Authority
Attn: Matt Hausman, Purchasing
P.O. Box 19028
Seattle, WA 98109-1028



190 Queen Anne Ave N
PO Box 19028
Seattle, WA 98109

206-615-3300
Seattlehousing.org

Attachment D – HUD Section 3 Information and Section 3 Forms

To: Vendors, Contractors, Consultants of the Seattle Housing Authority of the City of Seattle

Re: Updates to HUD's Section 3 Regulations

As you are probably aware, Section 3 is a federally mandated program of the U.S. Department of Housing and Urban Development (HUD).

Under Section 3 of the HUD Act of 1968, federal funds invested in housing and community development shall provide contracts, employment, training, and other economic opportunities to low- and very low-income persons in the local jurisdiction, referred to as "Section 3 Workers," and to businesses that employ such persons, referred to as a "Section 3 Business Concern."

HUD's regulations implementing the requirements of Section 3 were updated in 2020 to create more effective incentives for employers to retain and invest in their low- and very low-income workers, streamline reporting requirements by aligning them with typical business practices, provide for program-specific oversight, and clarify the obligations of entities (including SHA) that are covered by Section 3. SHA complies with Section 3 within its own operations and ensures the compliance of its vendors, contractors and consultants.

The updated rule establishes these benchmarks:

1. Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the Public Housing Authority's or other recipient's fiscal year are Section 3 Workers;
2. Of which Five (5) percent or more are Targeted Section 3 Workers.

The updated rule includes the following definitions:

1. Section 3 Worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. HUD's income limits can be obtained from: <http://www.huduser.org/portal/datasets/il.html>
 - b. The worker is employed by a Section 3 Business Concern.
 - c. The worker is a YouthBuild participant.
2. For Section 3 projects, a Targeted Section 3 Worker means a Section 3 worker who:
 - a. Is employed by a Section 3 Business Concern: OR
 - b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. A resident of public housing or Section 8-assisted housing;
 - ii. A resident of other public housing projects or Section 8-assisted housing managed by the Public Housing Authority that is providing the assistance; or
 - iii. A YouthBuild participant.

3. Section 3 Business Concern means a business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. It is at least 51 percent owned and controlled by low- or very low-income persons;
 - b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
 - c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The following forms are to be used for reporting Section 3 compliance:

- Section 3 Business Concern Certification for Contracting form *(This form is for any business to use to self-certify, if applicable, as a Section 3 Business Concern.)*
- Section 3 Worker and Targeted Section 3 Worker Self-Certification form *(This form is for individuals to use to self-certify as a Section 3 or Targeted Section 3 Worker.)*
- Section 3 Monthly Reporting Form for SHA Projects *(This form is to be completed monthly by the prime consultant / contractor and sent to purchasing@seattlehousing.org. The form lists the total hours worked by all for that monthly period for the contract and show how many of those hours were by Section 3 or Targeted Section 3 Workers.)*

This new HUD Rule went into effect in November 2020 and requires the tracking of Section 3 hours for all new SHA Contracts.

We have attached the forms mentioned above for your review. If any of these forms apply to your firm or any of your team members, please complete the applicable form(s) and submit with your one original Proposal document.

Please contact purchasing@seattlehousing.org if you have any questions.

Thank you,

Housing Authority of the City of Seattle