

REQUEST FOR PROPOSALS

Legal Services

The Seattle Housing Authority (SHA) is seeking a qualified professional firm to provide legal representation to SHA with respect to the acquisition, development, financing, construction and operation of low-income housing projects.

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 Don Tucker, Sr. Contract Administrator at don.tucker@seattlehousing.org.

Questions: Any questions or requests for further information must be submitted in writing no later than 2:00 pm on Thursday, November 10, 2022 to the Sr. Contract Administrator noted above by e-mail at don.tucker@seattlehousing.org.

Submission Deadline: Proposals must be received not later than 2:00 pm on Monday, November 28, 2022 at the Sr. Contract Administrator's e-mail address noted above.

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 Don Tucker, Sr. Contract Administrator at don.tucker@seattlehousing.org so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 5703

Legal Services

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION NO. 5703)

for

Legal Services

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ATTACHMENTS:

A. 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

B. INFORMATIONAL EXHIBITS:

- HUD Section 3 Information and Section 3 Forms
- COVID-19 Vaccination Policy for Contractors

RFP Issued On:	Proposal Due:
Tuesday, November 1, 2022	2:00 pm on Monday, November 28, 2022

Seattle Housing Authority

Request for Proposals (Solicitation No. 5703)

Legal Services

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm to provide legal representation to SHA with respect to the acquisition, development, financing, construction and operation of low-income housing projects. Representation will include, among other things, creation of new ownership entities, closing real estate acquisition, disposition, and finance transactions, and provision of legal advice regarding the ownership and operation of existing low-income housing projects.

The successful firm will have familiarity with the following:

- Tax-exempt bond financed developments, including both private placements and public offerings, as well as other common financing structures for low-income housing tax credit (“LIHTC”) developments.
- Familiarity and expertise with respect to financing transactions involving HUD programs (e.g. public housing and housing choice voucher programs) and the Washington State Housing Authorities Law.
- The legal expertise necessary to represent SHA with respect to all aspects of the foregoing, including, without limitation, in the negotiation of partnership and operating agreements, the negotiation of financing documents, the negotiation of use agreements and restrictive covenants, and preparation and negotiation of site transfer documents.
- The necessary legal experience to provide SHA with guidance regarding legal and tax matters pertaining to existing low-income housing developments.
- Will coordinate this work with SHA’s Office of General Counsel and Department of Asset Management and Housing Finance.

- 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	Thursday	11/10/22	2:00 pm
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
<u>E-Mail To:</u> Don Tucker, Sr. Contract Administrator At don.tucker@seattlehousing.org		Monday	11/28/22	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 Don Tucker, Sr. Contract Administrator at don.tucker@seattlehousing.org.

Addenda: In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at: <https://www.seattlehousing.org/do-business-with-us>. It is the responsibility of proposers to check this website before submitting and downloading any addenda issued. If you are unable to download the addenda, you may e-mail the Sr. Contract Administrator, Don Tucker, Sr. Contract Administrator at don.tucker@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.

All proposals should be clearly marked when e-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 hand delivered proposal is not acceptable.*

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 6 pages single sided, or 3 pages double sided in no smaller than 10 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, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), the Suspension and Debarment Certificate for Consultant, and any applicable Section 3 form(s). 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) **Additional Forms to be submitted:** Proposers responding to this RFP shall submit their proposal to the e-mail address indicated above. **The following items/forms are to be submitted as a separate file and not included in your Proposal.** Do not include these items/forms in the proposal.

- 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 applicable Section 3 Form(s)

2) **Proprietary Proposal Material:**

Any records or materials submitted to SHA in response to this RFP become public records under Washington State law (see RCW Chapter 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (see RCW 42.56 and RCW Ch. 19.108); however, public disclosure exemptions are narrow and specific. Proposers are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Proposers are obligated to separately bind and clearly mark as “proprietary” information any proposal records they believe are exempted from disclosure. The body of the proposal may refer to these separately-bound records. Proposers should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. SHA may reject solicitation responses that are marked proprietary in their entirety.

If SHA receives a public disclosure request for records that a Proposer has marked as “proprietary information,” SHA may notify the Proposer of this request and postpone disclosure briefly to allow the Proposer to file a lawsuit under RCW 42.17.330 to enjoin disclosure; however, this is a courtesy of SHA and not an obligation.

SHA has no obligation to assert an exemption from disclosure. If the Proposer believes that its records are exempt from disclosure, the Proposer is obligated to seek an injunction under RCW 42.56. By submitting a proposal, the Proposer acknowledges this obligation; the Proposer also acknowledges that SHA will have no obligation or liability to the Proposer if the records are disclosed.

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

C. SCOPE OF WORK

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

- 1) Provide legal advice on structuring transactions to best utilize available funding sources.
- 2) Negotiate investor terms, conditions, and organizational documents (e.g. partnership agreements and operating agreements).
- 3) Provide legal services with respect to negotiation, preparation and review of all debt and equity financing documents and use restrictions.
- 4) Form operating entities for low income housing projects.
- 5) Prepare legal and tax opinions as might be required in connection with financing transactions.
- 6) Assist in transactional due diligence including review of title and survey.
- 7) Prepare and negotiate real estate transfer documents.
- 8) Provide assistance with respect to submittal of LIHTC progress requirements.

- 9) Provide assistance to project accountants with respect to the preparation and submittal of projects' final cost certifications and placed-in- service documents.
- 10) Provide assistance to project accountants with respect to the preparation and submittal of the tax returns.
- 11) Provide legal assistance with respect to all HUD financing related issues; representation may require dealing with HUD's local or national staff and counsel.
- 12) Provide legal advice regarding any actions necessary to ensure project compliance with federal, state, and local law, including low-income housing tax credit rules and regulations and state and local tax exemptions.
- 13) Provide a digital version of all deliverables within one month of any transaction closing.
- 14) Provide advice from time to time regarding existing low-income housing projects.
- 15) If requested, represent SHA regarding routine matters before any administrative body, agency, or board, with respect to matters related to the scope of work for which the firm was selected.
- 16) Advise SHA generally regarding legal issues relevant to the substantive areas of the law for which the firm was selected.

D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

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

- Cover Letter
- Address each of the evaluation criteria below:
 - Relating to Criterion 1: **Women and Minority Business (WMBE) Inclusion Plan**
Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).
 - Relating to Criterion 2: **Race and Social Justice Initiative (RSJI)**
 - a) 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.
 - b) If applicable, please indicate training, tools and other resources that are available for your employees to work proactively for race and social justice equity.
 - c) 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 3: **Experience and expertise of firm with finance and closing transactions** involving the following:
 - a) Experience and expertise of the assigned staff in closing finance transactions involving the Department of Housing and Urban Development (HUD), including mixed-finance developments or rental assistance demonstration projects:
 - 1) Describe the firm's recent experience with finance transactions involving HUD
 - 2) Identify the proposed staff that will be assigned for this contract and describe their experience and expertise with (i) HUD programs, including

public housing programs, housing choice voucher programs, and the rental assistance demonstration program, and (ii) closing finance transactions involving HUD.

- b) Experience of firm and of the assigned staff in closing transactions involving Washington State Housing Finance Commission (WSHFC) Low Income Housing Tax Credit Program
 - 1) Describe the firm's recent experience with transactions involving WSHFC Low Income Housing Tax Credit Program. Please include at least one transaction using bonds with four percent tax credits.
 - 2) Identify the proposed assigned staff for this contract. Describe their experience and expertise in closing transactions involving WSHFC Tax Credit programs.
 - 3) Identify additional lawyers within your firm who may be available for consultation, even if not specifically assigned to this work.
- Relating to Criterion 4: **Experience and expertise of firm and of assigned staff working with Washington State Housing Authorities Law (RCW 35.82) and the City of Seattle Office of Housing multifamily loan programs.**
 - a) Describe the firm's and assigned staff's recent experience and expertise with Washington State housing authorities and the Washington State Housing Authorities Law
 - b) Describe the firm's and assigned staff's experience and expertise with City of Seattle Office of Housing multifamily loan programs
- **Relating to Criterion 5: Price / Rates:** Propose hourly fees for service rate schedule based on the scope identified in this RFP. Identify any discount that would be offered to SHA.
- **Provide resumes for the key personnel** named in your response.
- **Include a list of at least three references** for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)

E. CONSULTANT EVALUATION CRITERIA

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

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

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

Evaluation Criteria – Qualifications		Weighting (Max. Points)
1	<u>Women and Minority Business Enterprise (WMBE) Inclusion Plan</u> (See Section D above for a complete description of this Criterion.)	10
2	<u>Race and Social Justice Initiative (RSJI)</u> (See Section D above for a complete description of this Criterion.)	10
3	<u>Experience and expertise of firm with finance and closing transactions</u> (See Section D above for a complete description of this Criterion.)	40
4	<u>Experience and expertise of firm and of assigned staff working with Washington State Housing Authorities law and the City of Seattle Office of Housing multifamily loan programs</u> (See Section D above for a complete description of this Criterion.)	30
5	<u>Price / Rates</u> (See Section D above for a complete description of this Criterion.)	10
MAXIMUM TOTAL POINTS FOR QUALIFICATIONS		100

F. SELECTION PROCESS

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

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

SHA reserves the right to conduct reference checks at any time during the evaluation process.

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

By submitting its proposal in response to this RFP, the consultant accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

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

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

G. CONTRACT NEGOTIATIONS

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

SHA expects to execute one or more Contracts for services for five years. At SHA's option, the contract could be executed for less than five years with a Change Order extending the Contract(s) for up to five years, 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.

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, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Consultant must submit a completed and signed Certifications and Assurances Form (copy attached to this RFP) 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 Selection, 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. Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable, but must be approved by SHA's Risk Manager.
2. 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.

3. 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

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
5. Professional Liability/Errors and Omissions 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/Errors and Omissions Insurance policy is written on a claims-made form, the Consultant shall continue coverage, either through policy renewals or the purchase of an extended reporting period ("tail") policy 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.

- 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.

Attachment A

FORMS

The forms attached hereto are to be completed and submitted with your one original Proposal. Do not include them with the copies of your Proposal.



VENDOR FACT SHEET

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

General Business Information:

For SHA Use Only:

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

JDE Vendor No.

Mailing Address for Payments:

City:

State:

Zip Code:

E-Mail Address:

Telephone No.:

Fax No.:

DUNS No.:

Washington UBI No.:

City of Seattle Business License No.:

Washington Contractor's License No.:

President/General Manager:

Principal products and/or services offered:

Type of Organization (check one):

Individual

Sole Proprietor

Partnership

Corporation

Governmental Agency

Other _____

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

Substitute IRS Form W-9 Certification:

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

SIGN

Signature of U.S. Person

Date

HERE →

Ownership Status (check all that apply):

Racial/Ethnic Status (check one):

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

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

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

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

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

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

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>

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

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or Tran.Wong@seattlehousing.org.

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

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

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or 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: Don Tucker, Purchasing
P.O. Box 19028
Seattle, WA 98109-1028

Attachment B

INFORMATIONAL EXHIBITS

Please review the attached “HUD Section 3 Information and Section 3 Forms” and complete any of the forms that are applicable to your firm and submit them with your one original Proposal. Do not submit with the proposal copies.

Please review the attached “COVID-19 Vaccination Policy for Contractors”. This policy is currently not in effect. SHA will continue to monitor King County Public Health guidance and if circumstances and guidance changes, the agency may resume enforcement of this policy.



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

206-615-3300
Seattlehousing.org

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

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

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

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

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

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

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

Business Concern Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature
Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

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

YES NO

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

The Housing Authority of the City of Seattle

Section 3 Income Limits

Eligibility Guidelines

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

Individual Income Limits for King, Snohomish and Pierce Counties FY 2022

Income Limits Category	FY 2022		
	King County	Snohomish County	Pierce County
Extremely Low Income Limits (30%)	\$27,200	\$27,200	\$21,350
Very Low Income Limits (50%)	\$45,300	\$45,300	\$35,550
Low Income Limits (80%)	\$66,750	\$66,750	\$56,850

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

Section 3 Worker Definition:

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

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern; OR
- Currently fits at least one of the following categories as documented within the past five years:
 - A resident of Seattle Housing Authority public housing or Section 8-assisted housing;
 - A resident of other public housing projects or Section 8-assisted housing managed by the public housing authority that is providing the assistance; or
 - A YouthBuild participant.

Section 3 Worker and Targeted Section 3 Worker

Self-Certification Form

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Are you a YouthBuild participant?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Check the box for the county where you reside. <input type="checkbox"/> King County <input type="checkbox"/> Pierce County <input type="checkbox"/> Snohomish County <input type="checkbox"/> Other	
4. In the field below, select the amount of individual income you believe you earn on an annual basis.	

- Less than \$10,000 \$30,000 - \$40,000 More than \$60,000
 \$10,001 - \$20,000 \$40,001 - \$50,000
 \$20,001 - \$30,000 \$50,001 - \$60,000

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 3 of this Section 3 Worker Certification Form)
 Targeted Section 3 Worker (as defined on page 3 of this Section 3 Worker Certification Form)

Employee Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE SE ONLY

Is the employee a Section 3 worker based upon their self-certification? YES NO

Is the employee a Targeted Section 3 worker based upon their self-certification? YES NO

Was this an applicant who was hired as a result of the Section 3 project? YES NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

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

The Housing Authority of the City of Seattle

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HOUSING AUTHORITY OF THE CITY OF SEATTLE
MANUAL OF OPERATIONS

SUBJECT: COVID-19 Vaccination Policy for Contractors

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

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

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

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

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

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

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

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

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

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

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