

## **REQUEST FOR PROPOSALS**

## (SOLICITATION NO. 1)

for

## 5824 On Call Residential Moving Services

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## **ATTACHMENTS** are listed in Section B - Submittal Requirements:

RFP Is	ssued On:		Proposal D	ue:
Monday	July 31, 2023	2:00 PM	Tuesday	August 15, 2023
(Day)	(Date)	(Time)	(Day)	(Date)

#### REQUEST FOR PROPOSALS

#### (SOLICITATION NO. 1)

for

#### 5824 On Call Residential Moving Services

#### A. INTRODUCTION

1) General: The Seattle Housing Authority (SHA) Provide professional moving services for 1-year with the potential to extend in one-year increments via change order to 4 years. The services are required in within the greater Seattle area for residents living in Seattle Housing Authority properties. Services shall include packing, moving personal effects and materials, hauling, and unpacking.

#### Important Information for this Solicitation:

Solicitation Issued: Day: Monday / Date: 7/31/2023

Day	Date	Time	Location

- SHA's Contact for this RFP: 5824
- Deadline for Questions: Day: Monday / Date: August 07, 2023 / Time: 2:00 Questions must be submitted to: Purchasing@seattlehousing.org. Any questions and all correspondence relating to this RFP must be sent by e-mail and must include the Solicitation number and SHA's contact name above.
- Submittals/Proposals:

Page Limitations: Maximum of 8 single sided or 4 double sided 8½ by 11" pages in no smaller than 11 point font. The following are not included in the page limit: Cover Letter that expresses your interest in performing the work, signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf; Vendor Fact Sheet, Resumes, and other forms listed in Section B - Submittal Requirements.

Due Date: Day: Tuesday / Date: August 15, 2023 / Time: 2:00 PM

Submittal Delivery as Follows:

Submit one original and 3 hard copies of your submittal/proposal by the date and time indicated above. Submittals/Proposals must be to the attention of SHA's Contact shown below and delivered to the following address:

Attn: 5824 Seattle Housing Authority 190 Queen Anne Avenue North Seattle, WA 98109-1028

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 longterm, 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) 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.

#### 4) Reserved

#### **B. SUBMITTAL REQUIREMENTS**

Questions: Questions must be in writing and sent in accordance with the instructions found in Section A - Introduction.

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 found at:

https://www.seattlehousing.org/do-business-with-us/solicitations.

It is the responsibility of proposers to check this website for addenda before submitting your proposal. If you are unable to download the addenda, you may email SHA's contact shown in Section A - Introduction.

Pre-Submittal Meeting: If a Pre-Submittal Meeting or Meetings are listed in Section A - Introduction, SHA strongly encourages Proposers to attend at the date and time indicated.

Submittal: The deadlines given in Section A - Introduction 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.

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If hard copies are required, 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 if hard copies are required.

Upon receipt of each hard copy proposal, SHA 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 prior to the deadline for submittal will become the property of the Seattle Housing Authority and will not be returned to the Proposer.

For all Submittals: The following checked items/forms are to be submitted with the one original Proposal only if hard-copies are required. Do not include these items/forms with the proposal copies.

V	Vendor Fact Sheet
¥	Section 3 Business Certification and Resident Employment Plan form
	Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
<b>/</b>	Certifications and Representations of Offerors (form HUD-5369-C)
	For-Profit Subgrantee and Contractor Certifications and Assurances Form
	Not-For-Profit Subgrantee and Contractor Certifications and Assurances Form

### **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.

Solicitation No. 1 Page 4 of 22 Last Revised 04-16-18 <u>Cost of Preparing Proposals:</u> SHA will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

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

Provide professional moving services for 1-year with the potential to extend in one-year increments via change order to 4 years. The services are required in within the greater Seattle area for residents living in Seattle Housing Authority properties. Services shall include packing, moving personal effects and materials, hauling, and unpacking.

Services will generally be scheduled during the work week, but the option to perform moves on Saturday should be available with 2 weeks advanced notice.

The unit sizes range from studios, 1 bedroom to 5 bedrooms. A significant portion of the households may be physically disabled, elderly, have other disabilities and will need extra help. Many have limited English capacity but will have a contact person who speaks English. A small portion may suffer from hoarding disorders.

Some moves will be within an apartment building and other will require transferring from one location in the city to other neighborhoods buildings and apartments.

Most moves will originate within existing public housing units. Many of the units do not have direct street or loading dock/driveway access, so a "long haul" of 50 yards or more may be required before loading items onto a moving truck.

Between August and October 2023, roughly 120 known moves will occur within or from Jefferson Terrace, 800 Jefferson St, Seattle, WA 98104. Moves between properties are within 50 miles of the destination.

# D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL AND EVALUATION CRITERIA

<u>Response / Proposal Content:</u> To facilitate evaluation, proposals should be organized in the order of the outline given below:

- Cover Letter
- 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.)
- Address each evaluation criteria listed in the Table below.

Consultants' submittals will be evaluated based on the criteria listed in this section.

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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 weighting point system of relative importance will be utilized to evaluate the qualifications of each proposer. Each Criterion includes a specific weighting which will be used for evaluation purposes:

	Criteria	Weighting (Max. Points)
1	List companies years in business and describe companies track record moving multiple households in the past 5 years. Provide list of key employees who will be assigned to this contract and their years of experience in the moving business. Describe companies approach to assessing, packing transporting and unpacking residents belongings. Describe moving companies ability to adequately staff clients requests.	35
2	See attached Bid Form for Solicitation 5824. (Provide companies cost for the 7 line items in the bid form)	65
	Max Total Points	100

If the Scope of Work is such that each proposer is pricing the same items, a Ratio of Cost process will be used where the Proposer with the lowest price receives all the possible points for price and all other Proposers receive a smaller number of points based on the ratio of their price to the lowest price proposal.

#### E. 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

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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

#### F. 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.

#### G. ADMINISTRATIVE INFORMATION

- 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.

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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.

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, I 2 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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- 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 it principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer further represents that by submitting a Proposal and being selected for this work, that it will comply with the requirements regarding subcontracting and the purchase of supplies or materials for this work and the subcontractors 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 subconsultant 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 (Reserved)
- 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:

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https://seattlehousing.org/sites/default/files/Consultant Professional Services Con tract.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.

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.

#### General Insurance Requirements: a.

- 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.
- 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.
- 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.
- 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.

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.

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

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

- 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.
- 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

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

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additional insured.

- d. <u>Waiver of Subrogation</u>: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- e. <u>Deductibles or Self-Insured Retention:</u> Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant.
- f. No Limitation of Liability The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Consultant or of any of their respective insurers. The Consultant shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.
- g. Proof of Insurance and Insurance Expiration:
  - 1) The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
  - 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 sub-consultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of sub-consultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
    - a.) Obtain from each sub-consultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
    - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
  - 5) The Consultant's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Consultant shall not permit any required insurance coverage to expire during the term of this

#### Contract.

- 6) Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.
- 7) Criminal Background Investigation: The Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and subconsultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or sub-consultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or sub-consultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

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# **VENDOR FACT SHEET**

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

General Busin	ess Informa		For SHA Use Only:					
Name of Business, Organization, or Name of Person (if payment is to an individual):  JDE Vendo No.								Purchasing contracts
Mailing Address fo	r Payments:							
City:		State:		Zip Code:		E-N	/lail Address:	
Telephone No.:			Fax N	lo.:			DUNS No.:	
Washington UBI N	0.:		City o	f Seattle Bus	iness License No.:		Washington Cont	ractor's License No.:
President/General	Manager:	Pri	incipal p	roducts and/o	or services offered;			
Type of Organ	ization (che	ck on	e):					-
Individual	Sole Propr	ietor	Par	tnership	Corporation	Go	vernmental Agency	Other
Employee Tax ID N	No. (TIN) or So	cial Sec	urity No.	(if Individual	):			
Substitute IRS	Form W-9	Certifi	cation	:				
backup withhold	ling, or (b) I h ling as a resu per subject to pal Revenue S	nave no ult of a backe Service	ot been failure up with e does	notified by to report a holding, <u>ar</u> not require	y the Internal Re Ill interest or div <u>nd</u> I am a U.S. pe your consent to	even viden ersor	ue Service (IRS) nds, or (c) the IR n (including a U.	exempt from that I am subject S has notified me S. resident alien). is document othe
SIGN HERE→	Signature	of U.S	. Pers	on				Date
Ownership Sta	tus (check	all tha	at app	v):		Rac	ial/Ethnic Stat	us (check one):
	Minority-Own						Caucasian	
WBE (	Women-Own	ed Bus	iness E	nterprise)		African American (2)		
MWBE (	· 'Minority / Wo	men-O	wned E	usiness En	terprise)	Native American (3)		
CBE (	Combination	Busine	ss Ente	erprise)			Hispanic Ar	merican (4)
langer / Fernand							Asian/Pacif	ic American (5)
							Hasidic Jev	vs (6)
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:							

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- 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;
  - 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

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#### **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,
- Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: https://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 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.

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## **Seattle Housing Authority**

## Section 3 Business Certification

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contact at: <a href="https://seattlehousing.org/sites/default/files/Consultant\_Professional\_Services\_Contract.pdf">https://seattlehousing.org/sites/default/files/Consultant\_Professional\_Services\_Contract.pdf</a>

<u>Section 3 Business Criteria:</u> Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

- Fifty-one percent or more of your business is owned and managed by a Section 3
  qualified person or persons. (See qualification guidelines below) A completed and
  signed Individual Certification form for each Section 3 qualified person or persons is
  required to be submitted.
- 2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
- 3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

Section 3 Person Criteria: A Section 3 qualified person must:

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 56,200	\$64,200	\$ 72,250	\$ 80,250	\$ 86,700	\$ 93,100	\$ 99,550	\$ 105,950
Pierce County	\$ 41,800	\$ 47,800	\$ 53,750	\$ 59,700	\$ 64,500	\$ 69,300	\$74,050	\$ 78,850

Sect	Section 3 Statement: Please check the appropriate box below.						
	My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.						
	My business is not a Section 3 business.						
Sign	ature:	Date Signed:					

Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

## Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA, to the greatest extent feasible, to provide employment opportunities to "Section 3" residents." Section 3 residents include residents of SHA communities and other low income residents of the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

#### For construction contracts only:

- Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. SHA has established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.
- At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices to the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments.

#### For consulting contracts only:

Firms are required to include this Section 3 Resident Employment Plan (hereinafter "Plan") in their submittal showing, if applicable, the hiring of Section 3 residents to perform the work contemplated by the submittal.

In order to fulfill its Section 3 obligations, the Contractor/ Consultant may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor/ Consultant expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan, if applicable, should also address the Contractor/ Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

1.	How many new	positions do	you expect this	contract will	require you to	create?

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

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3.	What minimum skills will be required for each position?
_	
	Please describe any training opportunities which the contract may create and any reements concerning training you have.
_	How will you advertise these positions to SHA residents?

If you have any questions about this form, please call Cary Calkins at (206) 588-4314.

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## **Certifications and** Representations Of Offerors

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No: 2577-0180 (exp. 7/30/96)

#### **Non-Construction Contract**

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding / offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications

for independent price determination, and conflict of interest. The Housing Agencies (HAs). The form is used by bidders/Offerors to the form were not used, HAs would be unable to enforce their corobtain a benefit. The information requested does not lend itself to	o certify to the Has Contracting Officer for contract compliance. If ntracts. Responses to the collection of information are required to					
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:	For the purpose of this definition, minority group members are: (Check the block applicable to you)  [ ] Black Americans [ ] Asian Pacific Americans					
(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and	[ ]Hispanic Americans [ ]Asian Indian Americans [ ]Native Americans [ ]Hasidic Jewish Americans					
(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;	<ul> <li>(a) The bidder/offeror certifies that—</li> <li>(1) The prices in this bid/offer have been arrived at indepen-dently, without, for the purpose of restricting competi-tion 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 (iii0 the methods or factors used to calculate the prices offered;</li> </ul>					
<ul> <li>(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.</li> <li>2. Small, Minority, Women-Owned Business Concern Rep-resentation</li> <li>The bidder/offeror represents and certifies as part of its bid/offer that it:</li> </ul>	(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 be-fore 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					
(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.	<ul><li>(3) No attempt has been made or will be made by the bidder/offeror to induce any other concerr to submit or not to submit a bid/offer for the purpose of restricting competition.</li><li>(b) Each signature on the bid/offer is considered to be a certifi-cation by the signatory that the signatory:</li></ul>					
(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	(1) Is the person in the bidder/offeror's organization respon-sible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subpara-graphs (a)(1) through (a)(3) above; or					

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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.

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

#### **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, fi-nancial, contractual or other interest are such that:
  - (i) Award of the contract may result in an unfair compete-tive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant infor-mation 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.

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

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

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procure-ment, 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:	

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190 Queen Anne Avenue N. P.O. Box 19028 Seattle, Washington 98109-1028

Web site: www.seattlehousing.org

### Scope of Work No. 5824

### **Project Description:**

On Call Residential Moving Services.

#### Scope of Work:

The Scope of Work is as follows:

Provide professional moving services for 1-year with the potential to extend in one-year increments via change order to 4 years. The services are required in within the greater Seattle area for residents living in Seattle Housing Authority properties. Services shall include packing, moving personal effects and materials, hauling, and unpacking.

Services will generally be scheduled during the work week, but the option to perform moves on Saturday should be available with 2 weeks advanced notice.

The unit sizes range from studios, 1 bedroom to 5 bedrooms. A significant portion of the households may be physically disabled, elderly, have other disabilities and will need extra help. Many have limited English capacity but will have a contact person who speaks English. A small portion may suffer from hoarding disorders.

Some moves will be within an apartment building and other will require transferring from one location in the city to other neighborhoods buildings and apartments.

Most moves will originate within existing public housing units. Many of the units do not have direct street or loading dock/driveway access, so a "long haul" of 50 yards or more may be required before loading items onto a moving truck.

Between August and October 2023, roughly 120 known moves will occur within or from Jefferson Terrace, 800 Jefferson St, Seattle, WA 98104. Moves between properties are within 50 miles of the destination.

Bid price is the hourly rate per mover. All agreed upon reimbursable expenses such as boxes and packing supplies or ferry tolls will be paid at cost with substantiating backup. Use attached bid sheet to provide rates.

#### Solicitation 5824 Bid Form

Bidder Name:	

Commodity	Bid Amount	
Two Movers, One Truck.	Rate per hour.	
Additional Mover	Rate per hour.	
Pack Materials		
Dish Pack	Each	
1.5 Ctn.	Each	
3.0 Ctn	Each	
4.5 Ctn	Each	
Mirror/Picture	Each	
Wardrobe Ctn	Each	

Bidder signature

Date

Contract will be awarded as an as needed contract and does not guarantee a minimum usage. Awarded contract will not exceed \$250,000. Contract is subject to all SHA terms and conditions. SHA terms and conditions can be found at www.seattlehousing.org