



101 Elliott Avenue W, Suite 100  
P.O. Box 79015  
Seattle, Washington 98119  
Website: [www.seattlehousing.org](http://www.seattlehousing.org)

## **Informal Solicitation No. 6194**

### **On Call Construction Estimating**

#### **Important Information:**

- **Solicitation Issued: Friday / May 1, 2026**
- **Deadline for Questions: Friday / May 8, 2026, at 1:00 PM PST**
- **Submittals/Proposals Due: Tuesday / May 26, 2026, at 1:00 PM PST**
- **SHA's Contact: Patti Armstrong**
- **E-Mail Address: [patti.armstrong@seattlehousing.org](mailto:patti.armstrong@seattlehousing.org)**

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

#### **A. Project Description:**

Seattle Housing Authority is seeking Requests for Proposals for On Call Construction Estimating Services. Construction estimating scopes of services may include but are not limited to reviewing project documents; material takeoff; cost analysis; value analysis; vendor and supplier coordination; risk assessment; budget preparation; bid proposal support; contractor change order review; and claims support.

#### **1. Scope of Work:**

The Scope of Work is as follows:

1. **Reviewing Project Documents:** Analyzing plans, specifications, and contracts to under and the project's requirements.
2. **Material Takeoff:** Calculating the quantities of materials needed for the project.
3. **Cost Analysis:** Estimating costs for materials, labor, equipment, and other resources.
4. **Value Analysis:** Providing feedback on early project design for cost saving measures. Identifying cost saving opportunities in line with industry standards.
5. **Vendor and Supplier Coordination:** Soliciting and evaluating Quotes from suppliers and subcontractors.
6. **Risk Assessment:** Identifying potential risks and including contingencies in the estimate.
7. **Budget Preparation:** Compiling all costs into a comprehensive budget for the project.
8. **Bid Proposal Support:** Assisting in the preparation of competitive bids for project contracts.

9. **Contractor Change Order Review:** Evaluating and validating General Contractor and Subcontractor change order packages.
10. **Claims Support:** Providing cost claims support to Owner by evaluating and validating contractor cost claims.

2. **Schedule:** It is anticipated that the work will be performed between summer of 2026 and spring of 2031.
3. **Anticipated Contract Duration:** SHA expects to execute a Contract for the requested services for the scheduled dates shown above. If necessary, and at SHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract.
4. **Estimated Amount:** The estimated range of cost for the Contract, based on this Solicitation, is expected not to exceed \$150,000.00.

**B. SHA Goals and Obligations:**

1. **Women and Minority Business Enterprise (WMBE) Inclusion:** For all federally funded projects, 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.
2. **Reserved.**
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.

**C. Contents Required in Your Submittal/Proposal:**

1. **Your Submittal/Proposal must include:**

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

- a) Agency or business name of client
- b) Contact person at that agency or business
- c) Address of agency or business
- d) Telephone number and/or e-mail address for the Contact person

Your submittal/proposal shall not exceed a maximum of 8 single sided in 12-point font. Your cover letter and any forms required to be included with your submittal/proposal do not count toward the maximum number of pages.

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

- Price / Rates
- Vendor Fact Sheet
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Any applicable Section 3 Form(s)

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

No.	Evaluation Criteria	Maximum Number of Points
1	<p><b><u>Women and Minority Business (WMBE) Inclusion Plan</u></b>            Provide a detailed Inclusion Plan describing Proposer’s 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. Proposer’s Plan must also include, if applicable, pre-award commitments or agreements with Proposer’s named WMBE and/or Project Team members’ firm(s).</p>	10
2	Evidence of the Proposer’s ability to perform the work as indicated by the principals’ and Staffs’ professional and technical competence/experience.	15
3	Evidence of the Proposer’s capability to provide professional services in a timely manner.	15
4	Evidence of the Proposer’s past performance in terms of cost control, quality of work, and compliance with performance schedules.	20
5	Proposer’s demonstrated knowledge of local building codes and Federal building alterations requirements.	20
6	Proposed price plus any reimbursable expenses.	20
<b>MAXIMUM TOTAL POINTS</b>		<b>100</b>

SHA reserves the right to check references of one or more of the top ranked firms. In conducting reference checks, SHA may include itself as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

In the event that information obtained from the reference checks reveals concerns about the Proposer’s past performance and their ability to successfully perform the contract to be executed based on this Solicitation, SHA may, at its sole discretion, determine that the

Proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this Solicitation.

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

**E. Submittals:** Submittal/Proposal due date is shown at the beginning of this Solicitation. You are required to submit as indicated below:

By e-mail to SHA's Contact shown at the beginning of this Solicitation.

**F. Administrative Information:**

1. **About the Seattle Housing Authority (SHA):** Visit [SHA's website](http://www.seattlehousing.org) for more information about SHA at [www.seattlehousing.org](http://www.seattlehousing.org)
2. **Deadline for Submission of Submittals/Proposals:** Proposers are responsible for ensuring that SHA receives your submittal/proposal as indicated herein by the stated deadline. Submittals/Proposals received after the deadline will not be considered.
3. **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 "Forms and Policies" on the "DO BUSINESS WITH US" page of SHA's website at [www.seattlehousing.org](http://www.seattlehousing.org)

SHA's standard contract document is intended to guide you in developing your submittal/ proposal. The actual contract that the successful Proposer and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

The following language in the standard contract document will apply to this project:

**SECTION 7 - COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES:**

- I. **SHA Rules, Regulations and Policies:** The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed on or at its properties. Any such rules, regulations and policies shall be binding upon the Consultant upon delivery of a copy of them to the Consultant. SHA shall not be responsible to the Consultant for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.
4. **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 Solicitation.
5. **WMBE Participation:** As outlined in more detail above, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to this Solicitation, submitters must include an Inclusion

Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.

6. **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter “Section 3 Laws”) 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.

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

- a) The work to be performed under the 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.
- b) The parties to the 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 the Contract, the parties to the Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Laws.
- c) 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.
- d) The Consultant will provide certifications in form and substance required by SHA at such times as SHA 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 SHA 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).
- e) 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.
- f) 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.

**7. Reserved.**

- 8. Payment Requirements:** Proposers should be aware that SHA will only make payments on the Contract issued under this Solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advanced payments will be made to the Proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 9. Insurance Requirements:** The individual or business selected by SHA will be required to provide acceptable evidence of insurance prior to beginning work. The following summarizes the required insurance coverage. Additional requirements are detailed in the Contract that SHA will execute with the selected individual or business. See Section 9 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.
- 10. Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals/proposals, to reject any or all submittals/proposals, and to cancel this Solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting for this work, and to check references as part of the final evaluation process. Any protest of the selection process shall be resolved in accordance with SHA's [Procurement Policy](#) and [Procurement Procedures](#), which may be reviewed by visiting "Forms and Policies" on the "DO BUSINESS WITH US" page of SHA's website at [www.seattlehousing.org](http://www.seattlehousing.org).

## **Attachment A**

### **FORMS**

The forms under Attachment A are to be completed and submitted as a separate document when you submit your proposal.

Additionally, if Proposer identifies as a Section 3 business, please complete the “Section 3 Business Concern Certification for Contracting” in Attachment B and include it in the submittal. Proposer may combine the “Section 3 Business Concern Certification for Contracting” and the forms in Attachment A as one separate document.



# VENDOR FACT SHEET

**Return this Form TO:** Seattle Housing Authority, Purchasing Division,  
ATTN: Patti Armstrong  
101 Elliott Avenue W, Suite 100, PO Box 79015, Seattle, WA 98119

**General Business Information:**

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

**For SHA Use Only:**

JDE Vendor No.	Purchasing contracts <input type="checkbox"/>
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Mailing Address for Payments:

City:	State:	Zip Code:	E-Mail Address:
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Telephone No.:	Fax No.:	DUNS No.:	UEI:
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Washington UBI No.:	City of Seattle Business License No.:	Washington Contractor's License No.:
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Employee Tax ID No. (TIN) or Social Security No. (if Individual):

President/General Manager:	Principal products and/or services offered:
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**Type of Organization (check one):**

Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other _____ <input type="checkbox"/>
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**Substitute IRS Form W-9 Certification:**

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

<b>SIGN HERE →</b>	Signature of U.S. Person	Date
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**Ownership Status (check all that apply):**

<input type="checkbox"/> <b>MBE</b> (Minority-Owned Business Enterprise)	<input type="checkbox"/> <b>HUD Section 3 Business</b>
<input type="checkbox"/> <b>WBE</b> (Women-Owned Business Enterprise)	
<input type="checkbox"/> <b>MWBE</b> (Minority / Women-Owned Business Enterprise)	
<input type="checkbox"/> <b>CBE</b> (Combination Business Enterprise)	
<input type="checkbox"/> <b>Small Business</b>	
<input type="checkbox"/> Certified by WA Office of Minority and Women's Business Enterprises	
<input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	

**Racial/Ethnic Status (check one):**

<input type="checkbox"/> Caucasian (1)
<input type="checkbox"/> African American (2)
<input type="checkbox"/> Native American (3)
<input type="checkbox"/> Hispanic American (4)
<input type="checkbox"/> Asian/Pacific American (5)
<input type="checkbox"/> Hasidic Jews (6)

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

**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;
- b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders (available at SHA website <https://www.seattlehousing.org/>, DO BUSINESS WITH US page, under FORMS AND POLICIES), if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

### **Vendor Fact Sheet Instructions**

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379. In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

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

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

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

Use the websites of the [General Services Administration](#) and the [U.S. Department of Housing and Urban Development](#) to verify eligibility of the firm and its principals. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

**Contract Payments:** Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click here or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors). For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or [twong@seattlehousing.org](mailto:twong@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. For self-identification as WMBE, refer to [Minority/Women Owned Business Enterprise Self-Identification Form for Work Performed on Seattle Housing Authority Projects](#)
- **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 meets at least one of the following criteria, documented within the last six-month period: (1) at least 51% owned and controlled by low- or very low-income persons; (2) over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (3) a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. More detailed information available at the website of [the U.S. Department of Housing and Urban Development](#).

**SEATTLE HOUSING AUTHORITY**

**SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT**

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

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

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

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

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

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

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

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

The federal websites to verify eligibility include:

[SAM.gov | Home](#) and [Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#).

# 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 or Sub-Contractor (collectively "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 Patti Armstrong, Sr. Contract Administrator, at [patti.armstrong@seattlehousing.org](mailto:patti.armstrong@seattlehousing.org) if you have any questions regarding compliance with this requirement.

## **Attachment B**

### **INFORMATIONAL EXHIBITS**

Please review the attached “HUD Section 3 Information and Section 3 Forms”.



101 Elliott Avenue W,  
Suite 100  
PO Box 79015  
Seattle, WA 98119

206-615-3300  
Seattlehousing.org

## HUD Section 3 Information and Section 3 Forms

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

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: [Income Limits | HUD USER](#)
  - 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 Quarterly Reporting Form for SHA contracts *(This form is to be completed quarterly by the prime consultant / contractor and sent to [purchasing@seattlehousing.org](mailto:purchasing@seattlehousing.org) by not later than 30 days after end of the quarter. The form lists the total hours worked by all for that quarterly period for the contract and shows how many of those hours were by Section 3 or Targeted Section 3 Workers.)*

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](mailto:purchasing@seattlehousing.org) if you have any questions.

Thank you,

Housing Authority of the City of Seattle

## 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 & Email 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 Section 3 Income Limits Eligibility Guidelines).  
 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.

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**Business Concern Affirmation:** I affirm that the above statements 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 SHA 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 information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Certification expires within six months of the date of signature. More info on Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

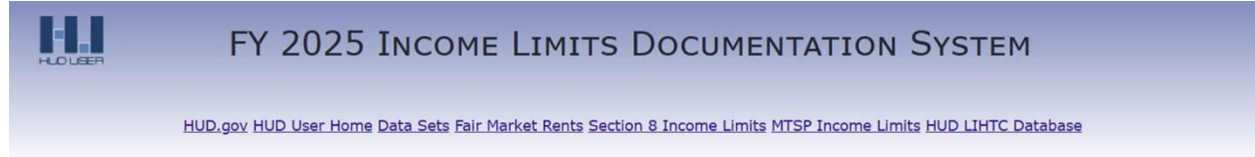
Is the business a Section 3 business concern based upon their certification?

**YES**    **NO**

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

## 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.



### FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Seattle-Bellevue, WA HUD Metro FMR Area</b>	\$157,100	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	55,000	62,850	70,700	<b>78,550</b>	84,850	91,150	97,450	103,700
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	33,050	37,750	42,450	<b>47,150</b>	50,950	54,700	58,500	62,250
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	84,850	96,950	109,050	<b>121,150</b>	130,850	140,550	150,250	159,950

NOTE: **King County** is part of the **Seattle-Bellevue, WA HUD Metro FMR Area**, so all information presented here applies to all of the Seattle-Bellevue, WA HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Seattle-Bellevue, WA HUD Metro FMR Area.

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.

