



190 Queen Anne Avenue N.
P.O. Box 19028
Seattle, Washington 98109-1028
Web site: www.seattlehousing.org

Informal Solicitation No. 5861
GASB 87 and 96 Accounting Software

Important Information:

- Solicitation Issued: Friday 09/22/2023
- Deadline for Questions: Friday 09/29/2023 Time: 02:00pm
- Submittals/Proposals Due: Wednesday 10/18/2023 Time: 02:00pm
- SHA's Contact: Sadia Ikram
- E-Mail Address: sadia.ikram@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:

Software that will organize and account for all leasing contracts that we have for GASB 87 along with all software subscription contracts that we have for GASB 96.

1. Scope of Work:

SHA is looking for a vendor to help the accounting department and the organization in its accounting for our leases, both lessee and lessor, due to the new complex accounting standard GASB 87. The vendor would also take care of accounting and organizing our subscription software contracts which deals with the newest GASB standard #96.

The problem being solved by the software is that SHA has close to 100 contracts in which we are either the lessor or the lessee. Some of these contracts are complex and require an advanced tool due to the requirements for GASB 87. The accounting for this standard along with making sure all of the rules and regulations are followed is a very complex task and we don't want to have an audit finding because something fell through the cracks. Whichever vendor we choose would provide a cloud-based website that records and organizes all of our leases in one place. This will include the contract details, amortization schedules, journal entries, disclosures, reminders and custom reports all in one place that will be accessible to our department along with read-only access to our auditors, investors and stakeholders. The software will do all of the necessary calculations, create our journal entries, show the amortization tables, provide disclosures to make sure we are in

compliance and generate custom reports that can split the data up in any way that we need.

The tool provided by the vendor would also organize and account for our subscription software contracts which is what we need to stay in compliance with GASB 96. Our organization has many software contracts and some of them are quite complex. There are over 25 different software programs that we use on a yearly basis and the new standard requires that we account for them on the balance sheet now instead of just another expense. Similar to leases, the tool will provide all necessary calculations, journal entries, tables, disclosures and reports for all software contracts in one place with read only access for auditors and external parties.

During 2022, six accountants and our Controller spent months and probably over a thousand combined hours on just GASB 87 during the busiest time of the year and that put a lot of strain on the team. That was only for GASB 87 because GASB 96 is not required until 2023 so there will be more work this year and going forward. I think it's in the department's best interest to outsource this work to save all of these hours and the cost is a fraction of one employee's salary. With the right vendor and software tool, the months of work that we need to do would be reduced to weeks if not days once everything is set up. It would also be a useful tool for our auditors, investors, and any other interested parties.

To get set up with a vendor once we choose who we want to go with, it will require the accountants to participate in 3-5 meetings with the vendor to make sure all data is input correctly and that all accountants know how to use the software. This group would be the only mandatory participants, but others could join if they wish.

2. **Schedule:** It is anticipated that the work will be performed between 10/15/2023 and 10/15/2028.
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 to be executed based on this solicitation is between \$105,000 and \$115,000.

B. SHA Goals and Obligations:

1. **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires submitters 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. Race and Social Justice Initiative (RSJI): SHA is committed to advancing racial and other social justice equity and has a focused affirmative plan to educate staff on the effects of racism and other oppressions on the work of SHA, our employees, residents and stakeholders; and to eliminate institutional racism and other oppressions at SHA.

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 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 10 number of pages. 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
- Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)
- 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><u>Women and Minority Business Enterprise (WMBE) Inclusion Plan:</u> Detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.</p> | 12 |
| 2 | <p><u>Race and Social Justice Initiative (RSJI)</u></p> <ul style="list-style-type: none"> ○ Provide a detailed Plan describing your firm’s good-faith efforts to identify and address racism and other oppressions both within and without your organization. ○ If applicable, please indicate training, tools and other resources that are available for your employees to work proactively for race and social justice equity. <p>If applicable, state steps or processes in place that enable your organization to provide services in a culturally responsive and relevant way</p> | 10 |
| 3 | Proven Vendor | 18 |
| 4 | Functional Fit (Support for functional requirements) | 30 |
| 5 | Technical Fit (Support for technical requirement) | 10 |
| 6 | Maintenance Support | 9 |
| 7 | Cost | 8 |
| 8 | Implementation Risk | 10 |
| 9 | Security | 5 |
| 10 | Integration | 8 |
| | MAXIMUM TOTAL POINTS | 120 |

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 at www.seattlehousing.org for more information about SHA.
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 the following website:

https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf

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

SHA Rules, Regulations and Policies: The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with

respect to work to be performed on or at its properties, including but not limited to, the COVID-19 Vaccination Policy for Contractors attached hereto. 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 the 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") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle.
 - A. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.
 - 1) The work to be performed under this contract is subject to the requirements of the Section 3 Laws. The purpose of the Section 3 Laws is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by the Section 3 Laws, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 2) The parties to this contract agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Consultant shall comply, and shall require its subcontractors and subconsultants to comply, with the requirements of 24 CFR 75.9. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Laws.
 - 3) The Consultant agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Consultant

agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Consultant will not subcontract with any subcontractor or subconsultant where the Consultant has notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.

- 4) The Consultant will provide certifications in form and substance required by Owner at such times as Owner may request, certifying (i) its compliance with the Section 3 Laws, and (ii) as to such facts and circumstances pertaining to the Section 3 Laws as Owner may require or request, including, without limitation, certification with respect to total number of labor hours worked under this Agreement, labor hours worked by Section 3 Workers (as defined in the Section 3 Laws), and labor hours worked by Targeted Section 3 Workers (as defined in the Section 3 Laws).
 - 5) Noncompliance with the Section 3 Laws may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - 6) Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.
- B. Certifications and Assurances Form: In the event that the Contract for these services includes any HOPE VI Revitalization grant funds or any Choice Neighborhood Implementation (CNI) grant funds, the Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form (copy attached to this solicitation if applicable) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- C. 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.
- D. 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 10 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.

The following insurance coverage(s) will be required for this project:

- An ACORD Certificate of Insurance.
 - Commercial General Liability: \$1,000,000 each occurrence, \$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 Contractor's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Contractor 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.
 - Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable but must be approved by SHA's Risk Manager.
 - Information Privacy and Security Liability including both first and third-party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security with minimum limits of \$1,000,000 on each occurrence. This coverage can be either stand-alone or included within Professional Liability policy. \$1,000,000 per claim/aggregate
 - Technology Errors & Omissions. \$5,000,000 per claim/aggregate, covering, as applicable, claims involving systems analysis; software design; systems programming; data processing; systems integration; outsourcing (including outsourcing development and design); systems design, consulting, development, and modification; training services relating to computer software or hardware; management, repair, and maintenance of computer products, networks, and systems; marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; and data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output.
- E. 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 Informal 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 Policies, which may be reviewed at the following website address:

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

Attachment A

FORMS

The forms attached hereto are to be completed and submitted as a separate document when you submit your proposal.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
 ATTN: Sadia Ikram
Sadia.ikram@seattlehousing.org

General Business Information:

For SHA Use Only:

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

JDE Vendor No.

Mailing Address for Payments:

| | | | |
|-------|--------|-----------|-----------------|
| City: | State: | Zip Code: | E-Mail Address: |
|-------|--------|-----------|-----------------|

| | | |
|----------------|----------|-----------|
| Telephone No.: | Fax No.: | DUNS No.: |
|----------------|----------|-----------|

| | | |
|---------------------|---------------------------------------|--------------------------------------|
| Washington UBI No.: | City of Seattle Business License No.: | Washington Contractor's License No.: |
|---------------------|---------------------------------------|--------------------------------------|

| | |
|----------------------------|---|
| President/General Manager: | Principal products and/or services offered: |
|----------------------------|---|

Type of Organization (check one):

| | | | | | |
|--|---|---|---|---|---|
| Individual <input type="checkbox"/> | Sole Proprietor <input type="checkbox"/> | Partnership <input type="checkbox"/> | Corporation <input type="checkbox"/> | Governmental Agency <input type="checkbox"/> | Other _____ <input type="checkbox"/> |
|--|---|---|---|---|---|

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

Substitute IRS Form W-9 Certification:

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

| | | |
|--------------------|--------------------------|------|
| SIGN HERE → | Signature of U.S. Person | Date |
|--------------------|--------------------------|------|

Ownership Status (check all that apply):

Racial/Ethnic Status (check one):

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

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

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

SIGN BELOW:

| | |
|---|-------|
| Signature of Authorized Representative of Vendor: | Date: |
|---|-------|

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

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

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at [https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf](https://www.seattlehousing.org/sites/default/files/Purchase%20Orders%20Terms%20Conditions.pdf)

Vendor Fact Sheet Instructions

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

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

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

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

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

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

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

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

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

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

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

Consultant's Firm Name: _____

Address: _____

City, State, Zip: _____

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

| Consultant's Signature | Printed Name | Title | Date |
|------------------------|--------------|-------|------|
| | | | |

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

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

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

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

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

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

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

| Prime Consultant's Signature | Printed Name | Title | Date |
|------------------------------|--------------|-------|------|
| | | | |

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

| |
|--|
| |
| |
| |
| |
| |
| |

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

Please contact Sadia Ikram at sadia.ikram@seattlehousing.org if you have any questions regarding compliance with this requirement.

Certifications and Representations Of Offerors

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 form is required for non-construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage.

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Attachment B

INFORMATIONAL EXHIBITS

Please review the attached “HUD Section 3 Information and Section 3 Forms” and complete any of the forms that are applicable to your firm and submit them as a separate package with your Proposal.



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

206-615-3300
Seattlehousing.org

HUD Section 3 Information and Section 3 Forms

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

Re: Updates to HUD's Section 3 Regulations

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

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

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

The updated rule establishes these benchmarks:

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

The updated rule includes the following definitions:

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

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

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

- Section 3 Business Concern Certification for Contracting form (*This form is for any business to use to self-certify, if applicable, as a Section 3 Business Concern.*)
- Section 3 Worker and Targeted Section 3 Worker Self-Certification form (*This form is for individuals to use to self-certify as a Section 3 or Targeted Section 3 Worker.*)
- Section 3 Quarterly Reporting Form for SHA Contracts (*This form is to be completed quarterly by the prime consultant / contractor and sent to 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 if you have any questions.

Thank you,

Housing Authority of the City of Seattle

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

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

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

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

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

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

Business Concern Affirmation

I affirm that the above statements (on page 1 of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who

misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

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

FOR ADMINISTRATIVE USE ONLY

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

YES NO

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

The Housing Authority of the City of Seattle

Section 3 Income Limits

Eligibility Guidelines

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

Individual Income Limits for King, Snohomish and Pierce Counties FY 2023

| Income Limits Category | FY 2023 | | |
|-----------------------------------|-------------|------------------|---------------|
| | King County | Snohomish County | Pierce County |
| Extremely Low Income Limits (30%) | \$28,800 | \$28,800 | \$22,600 |
| Very Low Income Limits (50%) | \$47,950 | \$47,950 | \$37,650 |
| Low Income Limits (80%) | \$70,650 | \$70,650 | \$60,200 |

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

Section 3 Worker Definition:

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

Targeted Section 3 Worker Definition:

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

Section 3 Worker and Targeted Section 3 Worker

Self-Certification Form

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

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

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

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

Employee Name: _____

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

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

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

I qualify as a:

- Section 3 Worker (as defined on the Section 3 Income Limits Eligibility Guideline)
 Targeted Section 3 Worker (as defined on the Section 3 Income Limits Eligibility Guideline)

Employee Affirmation

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

Employee Address: _____

Print Name: _____

Signature: _____ Date: _____

| FOR ADMINISTRATIVE USE ONLY | |
|---|--|
| Is the employee a Section 3 worker based upon their self-certification? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Is the employee a Targeted Section 3 worker based upon their self-certification? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Was this an applicant who was hired as a result of the Section 3 project? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| If YES, what was the name of the company? _____ | |
| What was the date of hire? _____ | |
| EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS. | |

Section 3 Employer Certification Form - Public Housing

| Name of Business | Street Address | City | State | Zip | Phone # | E-Mail |
|------------------|----------------|------|-------|-----|---------|--------|
| | | | | | | |

| Name of Worker(s) | Street Address | City | State | Zip | Phone # | E-Mail | Wage Rate is Below Projected Annual Income Limit (Y/N)* | Worker is Employed by Section 3 Business Concern (Y/N)** | Is Worker a "Targeted Section 3 Worker" (Y/N)*** |
|-------------------|----------------|------|-------|-----|---------|--------|---|--|--|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

If you need more lines above, highlight this row and the row above this, then left click the highlighted rows and select unhide.

- * Worker's income from employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis (hourly wage rate x 2080 hours) **(USE WORKER'S BASE HOURLY RATE NOT INCLUDING FRINGE BENEFITS)**
- ** Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)
- *** For Section 3 projects, a Targeted Section 3 Worker means a Section 3 Worker who is:
 A resident of Public Housing or Section 8-assisted housing managed by the Public Housing Authority that is providing the assistance; or
 A YouthBuild participant

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certify that the worker(s) identified above meets the definition of a Section 3 Worker.

WARNING: Anyone who knowingly submits a false statement is subject to criminal and/or civil penalties, and civil and administrative penalties. (18 USC 287, 1001, 1010, 1012; 31USC 3729, 3802)

Signature

Date