

**REQUEST FOR LETTERS OF INTEREST FOR  
DEMONSTRATING A CONTRACT MANAGEMENT SYSTEM**

**(Solicitation No. 5012)  
*Contract Management System***

The Seattle Housing Authority (SHA) is seeking Letters of Interest from qualified Service Providers that have a Contract Management System to assist SHA in tracking and reporting on the various Consultant, Construction, Service and Vendor contracts, Change Orders, Work Orders, Purchase Orders, etc. In the past 12 months, SHA has entered into approximately 400 Contract documents worth more than 50 million dollars. Tracking and reporting has become an issue. SHA seeks a Contract Management System that will simplify this issue.

**For a copy of this a Solicitation which includes a description of SHA's requirements,** visit our website at <http://www.seattlehousing.org/business/consulting/requests>. Any addenda issued for this Solicitation will be published at the above-referenced website and firms interested in this Solicitation are responsible for checking the website for any addenda prior to submission of a Letter of Interest. If you are unable to download the Solicitation or addenda, you may call Greg Antoine, Sr. Contract Administrator at (206) 615-3394.

**Questions:** Any questions or requests for further information must be submitted in writing no later than *1:00 PM PT*, on *Wednesday, August 23, 2017*, to the Sr. Contract Administrator noted above by e-mail at [Gregory.Antoine@seattlehousing.org](mailto:Gregory.Antoine@seattlehousing.org)

**Submission Deadline:** Letters of Interest must be received not later than *1:00 PM PT*, on *Monday, August 28, 2017* at the following e-mail address: [Gregory.Antoine@seattlehousing.org](mailto:Gregory.Antoine@seattlehousing.org)

**Diversity:** SHA strongly encourages qualified minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit a Letter of Interest.

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

Jena Richmond  
Contracts and Procurement Manager



**REQUEST FOR LETTERS OF INTEREST  
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SYSTEM**

**(SOLICITATION NO. 5012)**

**TABLE OF CONTENTS**

**A. INTRODUCTION..... 1**  
**B. SUBMITTAL REQUIREMENTS..... 1**  
**C. SCOPE OF WORK ..... 3**  
**D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL ..... 6**  
**E. CONTRACT MANAGEMENT SYSTEM EVALUATION CRITERIA ..... 6**  
**F. SELECTION PROCESS ..... 7**  
**G. CONTRACT NEGOTIATIONS..... 7**  
**H. ADMINISTRATIVE INFORMATION ..... 8**

**ATTACHMENTS:**

- **Vendor Fact Sheet**
- **Section 3 Business Certification and Resident Employment Plan**
- **Suspension and Debarment Compliance Certificate for Consultant**
- **Suspension and Debarment Compliance Certificate for Sub-Consultants**
- **Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)**
- **For-Profit Subgrantee and Contractor Certifications and Assurances**

<b>Solicitation Issued On:</b>	<b>Letter of Interest Due:</b>
<b>Tuesday, August 15, 2017</b>	<b>Monday August 28, 2017 1:00 PM PT</b>

## Seattle Housing Authority

### Request for Letters of Interest for Demonstrating a Contract Management System (Solicitation No. 5012)

#### A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm/Service Provider (hereinafter “Service Provider”) to implement and configure a Contract Management System (hereinafter “System”) that will be used to manage procurement contracts from the solicitation phase, through vendor evaluation and selection, contract execution, and closure.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

##### ***Our Mission***

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

##### ***Our Values***

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

SHA owns and operates approximately 6,153 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), including over 1,029 units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and about 1,850 low- and mixed-income units developed and acquired primarily through the use of debt financing. SHA also administers about 10,147 Housing Choice Vouchers and 759 Moderate Rehab units. Approximately 9,286 SHA residents are children and approximately 8,415 SHA residents are elderly or disabled.

#### B. SUBMITTAL REQUIREMENTS

**Letters of Interest and Demonstration of System:** SHA is requesting Letters of Interest from qualified Service Providers with a Contract Management System that would like to do a demonstration of their System in lieu of a formal written response/proposal. The Demonstrations will be held on August 30<sup>th</sup> and 31<sup>st</sup>, 2017. Demonstrations shall be limited to 90 minutes and should be based upon the requirements identified in Section C Scope of Work and scored based upon Section E Evaluation Criteria. This evaluation process may lead to a contract for the Service Provider’s System.

**Schedule:**

Activity	Location	Date	Time
Deadline for Questions By Email	Send to: <a href="mailto:Gregory.Antoine@seattlehousing.org">Gregory.Antoine@seattlehousing.org</a>	Wed 08/23/17	1:00 PM PT
<b>Deadline for submission of Letter of Interest By Email</b>	<b>Send to:</b> <a href="mailto:Gregory.Antoine@seattlehousing.org">Gregory.Antoine@seattlehousing.org</a>	<b>Mon 08/28/17</b>	<b>1:00PM PT</b>
Demonstrations	Location: 190 Queen Ann Ave N Seattle, WA 98109	Wed 08/30/17 Thur 08/31/17	Various Times

**Questions:** Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to [Gregory.Antoine@seattlehousing.org](mailto:Gregory.Antoine@seattlehousing.org) .

**Addenda:** In the event there are changes or clarifications to this Solicitation, SHA will issue an addendum. Addenda will be published on SHA’s website at: <http://www.seattlehousing.org/business/consulting/requests/>. It is the responsibility of Service Providers to check this website before submitting and downloading any addenda issued. If you are unable to download the addenda, you may call the Sr. Contract Administrator, Greg Antoine at (206) 615-3394 to have a copy of the addenda mailed or e-mailed to you.

**Submittal:** The deadlines given above are firm as to place, date, and time. SHA will not consider any Letter of Interest which has not been accompanied by agreement to perform a demonstration of your System.

1) Service Providers responding to this Solicitation shall be contacted by SHA after the submittal deadline to finalize a schedule for your system demonstration. Please bring at least 6 copies of any hard copy documents you would like to share with SHA’s evaluation panel members.

**2) Proprietary Proposal Material:**

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

Service Providers are obligated to separately bind and clearly mark as “proprietary” information any records they believe are exempted from disclosure. The body of any hard copy handouts may refer to these separately-bound

records. Service Providers should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. SHA may reject solicitation responses that are marked proprietary in their entirety.

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

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

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

### **C. SCOPE OF WORK**

The selected Service Provider’s Contract Management System must meet the following requirements:

1. The system will support the management of a contract project for the entire contract lifecycle – from the initial solicitation, through vendor evaluation and scoring, contract creation and negotiation/redlines, contract execution, and closure. The system will support the following features to that end:
  - a. The system will provide the capability to create a Contract Project for every Procurement project that the agency partakes in. The ideal System would have the capability to record the following activities for all Contract Projects:
    - i. Project Number
    - ii. Project Name
    - iii. Project Manager
    - iv. Contract Administrator
    - v. Estimated Total Cost

- vi. Budget Coding
  - vii. Estimated Solicitation Date
  - viii. Estimated Work Start Date
  - ix. Evaluation Plan (SHA employee information)
  - x. Current Status – the Status field will be updated by the system as the project progresses through the process. The status codes include:
    - 1. Assigned
    - 2. Draft
    - 3. Solicitation
    - 4. Evaluation
    - 5. Negotiation
    - 6. Executed
    - 7. Active
    - 8. In Closing
    - 9. Closed
- b. Provide the capability to manage contract documents, including Requests for Proposal, Proposals received, Evaluation Scores, Contracts, and supporting documentation.
    - i. These documents will be tagged with appropriate metadata or otherwise organized by document type and contract.
    - ii. The system will support routing documents for editing and approvals, tracking changes and approvals in a reportable manner.
    - iii. The system will provide version control of all documents.
    - iv. If the system does not provide this document management capability, it must integrate or interface with Microsoft SharePoint.
  - c. Provide a mechanism for capturing the Vendor Evaluation Scores from the evaluation team.
  - d. Provide the capability to submit Change Requests for an executed Contract.
    - i. The Change Request will follow an approval workflow, utilizing the same approvers as the original contract.
    - ii. Update the Contract budget information with the new amount.
  - e. Provide the capability to submit Work Orders for an executed Contract.
    - i. The Work Order will follow an approval workflow, utilizing the same approvers as the original contract.
    - ii. Update the Contract budget information with the new amount.
2. Support the management of vendor information for all vendors that the agency works with on contract projects. This information will include the following attributes:
- a. Vendor name, address, and contact information
  - b. Vendor Tax ID
  - c. Vendor WMBE, Section 3, and Small Business designations
  - d. Sub-contractor use, and the WMBE, Section 3, and Small Business designation of those sub-contractors
  - e. Contracts or proposals that the Vendor is associated with
  - f. Vendor Performance Info

3. Support periodic data uploads from the agency ERP, JDE Enterprise One:
  - a. For all active contracts, regularly upload the current budget information from J.D. Edwards Enterprise One (E1), including the original budget amount, current budget amount, history of Change Requests and Work Orders, as well as any invoices that have been paid against the Contract.
  - b. For Vendors, regularly upload the current vendor list from the E1 Address Book. The system will not overwrite any Vendor information in the Contract Management System, it will only add new Vendors.
4. Provide reporting capability, including the following pre-configured reports:
  - a. Contract financial summary
  - b. Contract financial history
  - c. List of all contracts and their statuses
  - d. Contract summary (abstract)
  - e. Open workflow items by user and by department
  - f. Organizational dashboard (all contracts and their status by department)
  - g. Vendor dashboard (vendors and the contracts that they are involved with)
  - h. Contract Administrator workload
5. Deployment: The selected Service Provider shall be asked to perform the following tasks in support of the purchase and deployment of the Contract Management System:
  - a. Implementation Planning:
    - i. Work with the SHA Project Manager to create a detailed project plan for configuring and implementing the solution.
    - ii. Hold a formal Project Kickoff meeting with key stakeholders to review the project plan for implementation.
  - b. System Configuration/Customization:
    - i. Define and document detailed requirements necessary to configure the system.
    - ii. Configure and/or customize the solution to meet those requirements, including the creation of 3-5 custom reports.
  - c. Historical Data Migration:
    - i. Upload historical data and documents for active contracts. (approx. 300)
  - d. Administrator Training:
    - i. Provide onsite or online administrator and super user training for up to five (5) SHA users.
    - ii. Provide training materials so that SHA trainers can train the remaining end users on the system.
  - e. Deployment Planning and Support:
    - i. Create a detailed Implementation Plan for cutover and go-live.
    - ii. Manage the actual cutover to the new system, including directing SHA resources as needed.
    - iii. Initial support of the application for 30 days after go-live.

## **D. INFORMATION TO BE PROVIDED IN YOUR LETTER OF INTEREST**

**Response Content:** Letters of Interest should address and be organized in the order of the outline given below and include the following information:

- Brief description and history of your System
- System Requirements
- Rates/Costs associated with implementation, training, etc. as well as any annual system charges
- Include a list of at least three references for whom the firm or team members have installed the System and when the System was installed (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)
- Vendor Fact Sheet

## **E. CONTRACT MANAGEMENT SYSTEM EVALUATION CRITERIA**

Letters of Interest, demonstrations and any hard copy submittals will be evaluated based on the criteria listed in this section. In preparing for the demonstration to SHA, it is important for Service Providers to clearly demonstrate their expertise in the areas described in this document. Because multiple areas of expertise are required for successfully fulfilling the scope for this project, the Service Provider, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate numbers of experienced personnel in all of the areas described.

SHA reserves the right to request additional information or documentation from the Service Provider regarding its System, submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a Letter of Interest and performing a demonstration of your System, the Service Provider and any sub-consultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the date of your System demonstration.

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate the Contract Management Systems:

<b>Evaluation Criteria – Qualifications</b>		<b>Weighting (Max. Points)</b>
1	System Contract Management	25
2	System Document Management	20
3	System Integration	15
4	Implementation and Deployment Strategy	20
5	Price, Rates, Annual Costs, etc.	20
<b>MAXIMUM TOTAL POINTS</b>		<b>100</b>



## **F. SELECTION PROCESS**

An evaluation panel will rate all Letters of Interest, demonstrations and submitted documents in response to this Solicitation according to the criteria listed above. Based on its initial evaluation, the panel may:

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

SHA reserves the right to conduct reference checks, at any point during this solicitation, evaluation and selection process.

In the event that information obtained from the reference checks reveals concerns about any Service Provider'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 Service Provider and/or System is not responsible and may select the next highest-ranked Service Provider/System whose reference checks validate the ability of the Service Provider/System to successfully perform the contract to be executed based on this Solicitation. In conducting reference checks, SHA may include itself as a reference if the Service Provider has performed work for SHA, even if the Service Provider did not identify SHA as a reference.

By submitting in response to this Solicitation, the Service Provider accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

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

[http://seattlehousing.org/business/guidelines/pdf/Procurement\\_Policies.pdf](http://seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf)

## **G. CONTRACT NEGOTIATIONS**

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

SHA expects to execute one or more Contracts for services for one year. At SHA's option, a Change Order may be executed extending the Contract(s) for up to four

additional one-year periods, along with appropriate adjustments in the scope of work and compensation.

## **H. ADMINISTRATIVE INFORMATION**

1. **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. The selected Service Provider will be required to submit the Section 3 Business Certification and Resident Employment Plan form.

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

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed 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 HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Service Provider agrees to send to each labor organization or representative of workers with which the Service Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Service Provider commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. It is understood that the Service Provider presently is not subject to any collective bargaining agreement.
4. The Service Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Service Provider will not subcontract with any subcontractor where the Service Provider has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Service Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Service Provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Service Provider's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**2) Basic Eligibility:** By submitting for this Solicitation:

- A. Service Provider represents that it is licensed to do business in the State of Washington and it has a state Unified Business Identifier (UBI) number.
- B. Service Provider represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Service Provider further represents that by submitting a Letter of Interest, performing a demonstration of its System and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Service Provider understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this Request for Letters of Interest of Service Provider's sub-contractors' (if applicable) eligibility.
- C. Certification and Representations of Offerors Form: The Service Provider shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.

**3) Payment Requirements:** Service Providers should be aware that SHA will only make payments on the contract issued under this Request for Letters of Interest after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Service Provider. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by SHA.

**4) Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Service Provider who must inform all sub-consultants of this provision.

- 5) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this Solicitation, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this Solicitation.
- 6) **Funding Availability:** By responding to this Solicitation, the Service Provider acknowledges that for any contract signed as a result of this Solicitation, the authority to proceed with the work is contingent upon the availability of funding.
- 7) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Service Provider will be required to submit a completed and signed Certifications and Assurances Form for itself and each sub-consultant, if known will be utilized on the Contract. Such form shall be submitted to SHA prior to signing a Contract.
- 8) **Contract Requirements:** Service Providers may review a sample of SHA's contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site:

[http://www.seattlehousing.org/business/guidelines/pdf/Consultant\\_Professional\\_Services\\_Contract.pdf](http://www.seattlehousing.org/business/guidelines/pdf/Consultant_Professional_Services_Contract.pdf)

SHA's contract document is intended to help you determine whether or not you want to submit a Letter of Interest for this Solicitation. The actual contract that the successful Service Provider 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.

- 9) **Insurance:** The following are the insurance requirements that will be included in the contract executed based on this RFP:

Within seven (7) days from the date of the Notice of Award, and prior to commencement of the Work, Service Provider shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to SHA that such insurance has been procured. Review of the Service Provider's insurance by SHA shall not relieve or decrease the liability of Service Provider.

Failure of the Service Provider to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

A. **General Insurance Requirements:**

1. Prior to undertaking any work under this Contract, the Service Provider shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with

the performance of the work of this Contract by the Service Provider, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Service Provider 's insurance by SHA shall not relieve or decrease the liability of Service Provider.

2. The Service Provider's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Service Provider's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Service Provider's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by SHA. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.

B. Insurance Coverage and Terms: The following are the types and amounts of insurance coverage that must be maintained by the Service Provider during the term of this Contract. The Service Provider must provide acceptable evidence of such coverage prior to beginning work under this Contract. Service Provider shall maintain the following insurance coverage for the duration of the contract and for one (1) year after final completion.

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and

\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident/disease

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit (CSL) coverage

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Service Provider shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Service Provider is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Service Provider shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

6. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Service Provider's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work shown in the Contract, with the following minimum coverage:

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Service Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Service Provider is authorized to engage subconsultants, each subconsultant shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by SHA.

7. Cyber Liability: When applicable, the Service Provider shall provide Cyber Liability coverage including both first and third party coverage, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

\$1,000,000 each Occurrence

Cyber liability coverage can be either stand alone or included within the Professional liability policy

8. Commercial Crime Insurance/Employee Theft Insurance. Not Required

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include SHA as additional insured

on a primary and non contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence SHA as additional insured.

- D. Waiver of Subrogation: Service Provider's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by SHA. The deductible and/or self-insured retention of the policies shall not limit or apply to the Service Provider's liability to SHA. Payment of deductibles shall be the responsibility of the Service Provider.
- F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Service Provider or of any of their respective insurers. The Service Provider shall include SHA as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Service Provider whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Service Provider are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Service Provider specifies lower minimum limits than those specified for or maintained by the Service Provider.
- G. Proof of Insurance and Insurance Expiration:
1. The Service Provider shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
  2. SHA must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Service Provider. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
  3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
  4. The Service Provider shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Service Provider's coverage of subconsultants under the Service Provider's policies is not excluded by any policy provision or endorsement. Alternatively, the Service Provider shall:

- a.) Obtain from each subconsultant not insured under the Service Provider's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
  - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Service Provider's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to SHA, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Service Provider shall not permit any required insurance coverage to expire during the term of this Contract.
6. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.



## **FORMS TO BE COMPLETED AND RETURNED**

The following form will need to be completed and returned with your Letter of Interest:

- Vendor Fact Sheet

The following forms will need to be completed and returned only if selected and awarded to contract with Seattle Housing Authority (SHA):

- Section 3 Business Certification and Resident Employment Plan
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultant
- Certifications and Representations Of Offerors Non-Construction Contract (HUD 5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances

**Forms to be Completed and Returned with Submitted Original Proposal**



**VENDOR FACT SHEET**

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

<b>General Business Information:</b>	<b>For SHA Use Only:</b>
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:
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Telephone No.:	Fax No.:	DUNS No.:
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Washington UBI No.:	City of Seattle Business License No.:	Washington Contractor's License No.:
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President/General Manager:	Principal products and/or services offered:
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**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"/>
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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.**

<b>SIGN HERE →</b>	Signature of U.S. Person	Date
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<b>Ownership Status (check all that apply):</b>	<b>Racial/Ethnic Status (check one):</b>
<input type="checkbox"/> <b>MBE</b> (Minority-Owned Business Enterprise) <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"/> <b>HUD Section 3 Business</b>	<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)
<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)	

**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:

- The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order. To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at [http://seattlehousing.org/business/guidelines/pdf/Purchase\\_Order\\_Terms\\_Conditions.pdf](http://seattlehousing.org/business/guidelines/pdf/Purchase_Order_Terms_Conditions.pdf).

## Vendor Fact Sheet Instructions

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

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

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

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

**Contract Payments:** Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America epayables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click [here](#) or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](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 Brenda Mix, SHA’s Accounts Payable Manager, at 206-615-3421 or [bmix@seattlehousing.org](mailto:bmix@seattlehousing.org).

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

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women’s and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration’s established guidelines provided to such businesses.

**HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA’s Section 3 form and whose income level meets or falls below the stated income limits.

# Seattle Housing Authority

## Section 3 Business Certification

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

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contract at:  
[http://seattlehousing.org/business/guidelines/pdf/Consultant\\_professional\\_services\\_contract.pdf](http://seattlehousing.org/business/guidelines/pdf/Consultant_professional_services_contract.pdf)

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

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

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

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

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Pierce County	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

**Section 3 Statement:** Please check the appropriate box below.

- My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		
Telephone Number:		

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

### Section 3 Resident Employment Plan

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

For construction contracts only:

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

For consulting contracts only:

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

In order to fulfill its Section 3 obligations, the Contractor/ Consultant may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor/ Consultant expects will be created and what minimum qualifications and skills will be required in order to perform

the positions. The plan, if applicable, should also address the Contractor/ Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

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

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

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3. What minimum skills will be required for each position?

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4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

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5. How will you advertise these positions to SHA residents?

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If you have any questions about this form, please call:  
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 913-9227

**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: <https://www.sam.gov/portal/public/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited\\_denials\\_of\\_participation](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.)

<b>Prime Consultant’s Signature</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**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 Greg Antoine at 206-615-3394 or by e-mail at [Gregory.Antoine@seattlehousing.org](mailto:Gregory.Antoine@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 nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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**Signature & Date:**

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**Typed or Printed Name:**

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**Title:**

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**Seattle Housing Authority**  
**For-Profit Subgrantee and Contractor**  
**Certifications and Assurances**

**NOTES:**

*The term "HOPE VI" used herein shall also mean "Choice Neighborhoods Implementation" (CNI) or other Federal grant funds.*

*The terms "Contractor(s)" and "Consultant(s)" shall also include sub-contractors and sub-consultants.*

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

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C.3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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