

REQUEST FOR PROPOSALS
RFP # 5871
Vending Machine Concessionaire

The Seattle Housing Authority (SHA) is seeking Proposals from qualified Vending Concessionaire to install and operate beverage and snack machines in specified residential and administrative SHA facilities. The selected Concessionaire shall install, service, and maintain vending machines in the SHA facilities listed in this RFP, and in other facilities as may subsequently be added by Change Order to the Contract resulting from this RFP (hereinafter referred to as SHA facilities). Proposers must propose on all SHA facilities listed in this RFP.

Obtaining the RFP: Visit our website at <https://www.seattlehousing.org/do-business-with-us/solicitations> to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may email Sadia Ikram, Sr. Contract Administrator at sadia.ikram@seattlehousing.org

Questions: Any questions or requests for further information must be submitted in writing no later than 02:00pm, on Monday, November 13, 2023 to the Sr. Contract Administrator noted above by e-mail at sadia.ikram@seattlehousing.org

Submission Deadline: Proposals must be received not later than 02:00pm, on Friday, December 01, 2023, at sadia.ikram@seattlehousing.org

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

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

Michael Tarantino
Acting Deputy Director of Contracts and Procurement

CONSULTANT REGISTRATION FORM

If you plan on submitting a Proposal for this project, please complete this registration form and e-mail it to Sadia Ikram, Sr. Contract Administrator at sadia.ikram@seattlehousing.org so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP No. 5871

Vending Machine Concessionaire

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(RFP NO. 5871)

for

Vending Machine Concessionaire

TABLE OF CONTENTS

A. INTRODUCTION.....	1
B. SUBMITTAL REQUIREMENTS	2
C. SCOPE OF WORK	4
D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL	17
E. CONSULTANT EVALUATION CRITERIA	19
F. SELECTION PROCESS	20
G. CONTRACT NEGOTIATIONS	21
H. ADMINISTRATIVE INFORMATION	21

ATTACHMENTS:

I. FORMS:

- Vendor Fact Sheet
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants (if applicable)
- Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

II. Informational Exhibit

- HUD Section 3 information and forms

RFP Issued On:	Proposal Due:
Tuesday, October 31, 2023	2:00 pm on Friday, December 01, 2023

**Seattle Housing Authority
Request for Proposals (RFP No. 5871)
Vending Machine Concessionaire**

A. INTRODUCTION

1) General:

The Seattle Housing Authority (SHA) is seeking Proposals from qualified Vending Concessionaire to install and operate beverage and snack machines in specified residential and administrative SHA facilities. The selected Concessionaire shall install, service, and maintain vending machines in the SHA facilities listed in this RFP, and in other facilities as may subsequently be added by Change Order to the Contract resulting from this RFP (hereinafter referred to as SHA facilities). Proposers must propose on all SHA facilities listed in this RFP.

- 2) Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

Our Mission

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

Our Values

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

The mission of the Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe, and affordable living environments that foster stability and self-sufficiency for people with low incomes. SHA provides long-term, low-income rental housing and rental assistance to more than 34,000 people in Seattle. SHA owns and operates approximately 8,000 units at nearly 400 sites throughout the city. SHA also administers more than 10,000 Housing Choice Vouchers, enabling low-income residents to receive rental assistance throughout the Seattle housing market. SHA, an independent public corporation established in 1939, is governed by a seven-member Board of Commissioners, two of whom are SHA residents. Commissioners are appointed by the Mayor and confirmed by the City Council. More information is available at www.seattlehousing.org.

- 3) Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.
- 4) Race and Social Justice Initiative (RSJI):** SHA is committed to advancing racial and other social justice equity and has a focused affirmative plan to educate staff on the effects of racism and other oppressions on the work of SHA, our employees,

residents, and stakeholders; and to eliminate institutional racism and other oppressions at SHA.

- 5) **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

B. SUBMITTAL REQUIREMENTS

Schedule:

Activity	Location	Day	Date	Time
Deadline for Questions	E-Mail	Monday	11/13/2023	2:00 pm
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
E-Mail to: Sadia Ikram at Sadia.Ikram@seattlehousing.org		Friday	12/01/2023	2:00 pm

Questions: Questions must be in writing and sent prior to the Deadline for Questions date and time shown above. Submit your questions to Sadia Ikram at Sadia.Ikram@seattlehousing.org.

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

Submittal: The deadlines given above are firm as to place, date, and time. SHA will not consider any proposal received after the deadline.

All proposals should be clearly marked when e-mailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed or hand delivered proposal is not acceptable.*

All proposals received will become the property of the Seattle Housing Authority and will not be returned to the Proposer.

Proposals should be limited to a maximum of 10 pages single sided, or 5 pages double sided in no smaller than 12-point font on 8½” by 11” sheets. The following are NOT INCLUDED in the page limit mentioned above: your cover letter, vendor fact sheet, resumes, Certifications and Representations of Offerors – Non-Construction Contract (form HUD-5369-C), the Suspension and Debarment Certificate for Consultant, and any applicable Section 3 form(s). Your **cover letter** should express your interest in performing the work. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm’s behalf must sign the letter.

1) **Required number of copies:** Proposers responding to this RFP shall submit their proposal to the e-mail address indicated above. **The following items/forms are to be submitted as a separate file and not included in your Proposal.** Do not include these items/forms in the proposal.

- Price / Rates
- Vendor Fact Sheet Section 3, Business Certification and Resident Employment Plan Form
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

2) **Proprietary Proposal Material:**

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

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

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

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

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

C. **SCOPE OF WORK**

1) **GENERAL**

Seattle Housing Authority's (SHA) is seeking a qualified Vending Concessionaire to install and operate beverage and snack machines in specified residential and administrative SHA facilities. The selected Concessionaire shall install, service, and maintain vending machines in the SHA facilities listed in this RFP, and in other facilities as may subsequently be added by Change Order to the Contract resulting from this RFP (hereinafter referred to as SHA facilities). Proposers must propose on all SHA facilities listed in this RFP.

The selected Concessionaire shall be responsible for providing beverages, food, candy and snacks, as well as the necessary equipment and equipment services needed to make those products available to residents, staff and public utilizing the SHA facilities listed in this RFP. The selected Concessionaire shall also be responsible for stocking, at a minimum, fifty percent (50%) of the products in each SHA facility with healthy product alternatives as recommended by the King County Healthy Vending Guidelines.

If necessary, SHA will work with the current Concessionaire to remove existing equipment once a new Concessionaire is selected, and a Contract is signed. The current Concessionaire will be given thirty (30) days' notice to remove equipment, unless the current Concessionaire is selected as the successful firm to provide the services requested under this RFP.

2) **SPECIFIC**

a. **Operation of the Vending Program**

The Concessionaire shall be responsible for providing the vending operation for SHA facilities listed in the **Attachment B – Vending Equipment List and Locations**, and any other facilities that may subsequently be added by Change Order to the Contract resulting from this RFP. This includes

performing the requested functions, maintaining and operating the vending program. These duties shall include, but not be limited to, the following:

1. Install, service and maintain vending machines and equipment in each SHA facility (see **Attachment B –Vending Equipment List and Locations**)
2. Stock vending machines and related equipment in each SHA facility with brand-name products so that each facility has at least fifty percent (50%) healthy product alternatives (see sub-section b. below and **Attachments C-1 and C-2 – Healthy Vending Guidelines**)
3. Refill machines with products as necessary in a timely manner
4. Collect funds from machines and remit commissions as required
5. Perform other financial duties related to the commission and record-keeping as required.

The number of units in the residential buildings and the number of employees in the Administrative Facilities are also listed in **Attachment B – Vendor Equipment List and Locations**.

a. Healthy Choice Vending

SHA has adopted a Healthy Vending Policy that governs the types of beverages and snacks that can be sold in SHA facilities. The selected Concessionaire shall provide healthy product alternatives in each SHA facility as recommended by the King County Healthy Vending Guidelines.

1. Minimum Healthy Choice Product Stocking Percentage

At a minimum, fifty percent (50%) of the products stocked in each SHA facility must comply with either the “Healthiest” or “Healthier” standards listed in **Attachments C-1 and C-2 – Healthy Vending Guidelines**. During the term of the Contract, SHA reserves the right to request a change to the percentage of healthy products stocked in each SHA facility that complies with either the “Healthiest” or “Healthier” standards. SHA reserves the right to conduct periodic audits of the products stocked in each SHA facility to ensure compliance.

2. Product Substitutions

As healthy choice product formulations change, the selected Concessionaire shall be responsible for determining whether healthy choice products continue to comply with either the “Healthiest” or “Healthier” standards listed in **Attachments C-1 and C-2**. The Concessionaire shall contact SHA’s Project Manager regarding any changes or additions to the healthy choice products sold in SHA facilities. Healthy vending machine items shall not be amended without written authorization from SHA.

3. **Promotion and Advertising**. In its operation of the vending machines, the Concessionaire shall not display or cause to be displayed any advertising (including text, images, and other identifying marks) for products that do not meet the “Healthiest” or “Healthier” product selections criteria referenced in **Attachments C-1 and C-2**.
4. **Promotion of “Healthiest” Items**. The Concessionaire shall promote for sale those items that meet the “Healthiest” product selection criteria set forth in **Attachments C-1 and C-2** by providing a sign in close proximity to such items that clearly and conspicuously indicates that the item is a “Balanced Choice” or otherwise meets the “Healthiest” criteria.
5. **Labeling**. All ingredients must be declared on the product label, as required by the Food and Drug Administration. All products provided are required to carry legible, open code dating on each can, bottle or package, and must indicate pack code or expiration date. In addition, Concessionaire shall comply with federal regulations requiring the posting of calorie information for snacks and beverages sold in vending machines at such time as the Food and Drug Administration adopts and puts into effect final regulations requiring vending machine labeling.
6. **Price Labeling**. All prices shall be clearly marked for each individual item for sale within any vending machine. At the discretion of the vendor, machines that allow the customer to input the item number (before money) and the machine displays a digital read of the price is acceptable. If this option is the chosen method, the concessionaire will ensure that clear instructions are posted on the machine for the customer to reference this feature.

b. Initial Installation

Within thirty (30) days of execution of the Contract, or within fourteen (14) days of removal of existing equipment, whichever is later, the Concessionaire shall install and stock beverage and snack machines in the designated locations at the SHA facilities listed in **Attachment B**.

All machines must comply with all applicable accessibility requirements established by local, State and Federal laws, codes and regulations.

Within fifteen (15) days of initial installation, the Concessionaire must provide a complete inventory list of installed machines, including product can or bottle, as shown in **Attachment B**.

c. Stocking and Equipment Requirements

1. Stocking

The Concessionaire shall collect monies from and restock the vending machines and related equipment at least monthly to make the products available. Amounts of collected money must be reported monthly as shown in **Attachment D – Monthly Summary of Sales & Revenue Report**.

Subsequent to initial installation, machines shall be kept stocked with fresh, quality, brand-name merchandise. SHA reserves the right to request that certain products be made available. The Concessionaire shall establish and maintain the ability to provide beverages from multiple beverage companies to conform to customer preferences, such as Coca-Cola, Pepsi-Cola, and other brand names, as requested.

2. Equipment

The Concessionaire shall provide the equipment and equipment services to deliver the products and services as described herein.

i. Condition of Equipment

All machines shall be of recent manufacture. SHA reserves the right to request the replacement of any vending machine that is deemed, in the opinion of SHA, unsuitable or unreliable.

ii. Energy-Saving Equipment

All vending machines provided by the Concessionaire shall be Energy Star compliant and/or utilize Energy Misers or compatible technology to reduce energy consumption.

iii. Maintenance and Cleaning

The Concessionaire, at its sole expense, shall be responsible for cleaning and servicing all machines. The Concessionaire shall service and clean its vending machines at least every other week, and more frequently if required by SHA. The Concessionaire shall service and clean vending machines during normal business hours, generally 8:00 A.M. to 4:30 P.M. Monday through Friday. Under special circumstances, hours may be negotiated with SHA.

iv. Equipment Changes

The Concessionaire shall contact SHA's Project Manager for all requested or required equipment changes, other than product restocking. If the vending machine must be changed, the replacement machine must be equal to the quality of the previous machine, unless otherwise negotiated, and the Concessionaire must advise SHA in writing within seven (7) days following a change of equipment.

v. Equipment Malfunctions & Refunds

It is anticipated that an occasional equipment malfunction will occur and result in loss to vending machine customers. In such occurrences, the Concessionaire shall maintain in prominent view in each vending area a permanent sign clearly stating the name and address of the Concessionaire, direct phone numbers and/or persons to contact for service and for refunds. Refunds to any customer losing money in a malfunctioning machine must be made within 10 business days of the initial request.

vi. Remote telemetry monitoring equipment

If you currently use or plan on using remote telemetry monitoring equipment for your vending machines, please include information on the equipment in your Proposal.

d. Ownership

All vending machines, unsold merchandise, money in vending machines and supplies installed in SHA facilities shall remain the sole property of the selected Concessionaire. All personal property and machines of the Concessionaire that are placed in SHA facilities are at the Concessionaire's sole risk. The Concessionaire shall release SHA from any claims arising from the loss of or damage to the Concessionaire's property.

e. Service Response Times

The Concessionaire shall respond to all service calls within the times specified below:

- If the location calls the Concessionaire by 12:00 Noon, the Concessionaire shall provide same day service.
- If the location calls the Concessionaire after 12:00 Noon, the Concessionaire shall provide service by 12:00 Noon of the following day.

f. Department of Services for the Blind (DSB)

The Concessionaire shall contract with, provide required insurance coverages for, and make monthly payments to the State of Washington Department of Services for the Blind (DSB) as required under State law which requires commission payments for all vending machines within governmental administrative buildings (see **Attachment B** for a list of the applicable Administrative Buildings.) The Concessionaire shall provide monthly reports to SHA showing the record of payments made to the DSB.

g. Product Pricing and Selection

Pricing for beverages and snack products shall be consistent with the Concessionaire's proposal and/or as amended during contract negotiations. During contract negotiations, SHA, accompanied by resident representation, and the Concessionaire must agree on product stocking and pricing. A standardized pricing schedule shall be established for both residential and Administrative facilities. The pricing schedule for SHA's residential facilities may not necessarily be uniform with SHA's Administrative facilities. SHA, accompanied by resident representation, and the Concessionaire will review pricing strategies during annual review to jointly decide to increase or decrease prices for any given facility type or product.

Prices for food items that meet the nutritional requirements set forth in **Attachments C-1 and C-2 – Healthy Vending Guidelines** cannot exceed the prices charged for food items that do not meet those requirements, unless otherwise approved by SHA.

h. Revenues and Reports

1. Revenues

Revenue payments to SHA shall be based upon gross sales. The term "gross sales" is hereby defined to mean receipt at point-of-sale by cash, check,

credit card, or other method of payment, of any payment for commodities dispensed from the machines/equipment placed at SHA sites. Such gross sales shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Concessionaire or any taxes or fees payable to any governmental entity.

SHA makes no guarantees as to the amount of sales that the successful Proposer shall realize as a result of the Contract. SHA will not consider any Proposal that requires a minimum amount of product sold.

i. Definitions

- a. Net Sales: Gross Sales minus Sales Tax
- b. Concessionaire's Commission Rate: The mutually agreed-upon percentage of Net Sales allowed the Concessionaire for services rendered and goods sold
- c. SHA's Commission Rate: The mutually agreed-upon percentage of Net Sales paid to SHA
- d. Amount of Revenue Payable to SHA:
 - i. Resident Buildings: Gross sales minus sales tax = Net Sales times SHA's Commission Rate
 - ii. SHA Administrative Buildings: Gross sales minus sales tax = Net Sales minus DSB Commission, times SHA's Commission Rate

2. Reports

On a monthly basis, the Concessionaire shall provide the items specified below by the 20th of the following month (i.e., January report and revenue check must be received by February 20th). The Concessionaire shall explain monthly in writing all increases or decreases in revenue to the satisfaction of SHA. The Concessionaire shall also provide SHA with information about the conditions impacting the vending services, planned marketing activities, changes in the Concessionaire's operations, or other factors affecting vending services.

i. Required to SHA:

- a. Monthly revenue check
- b. **Attachment D – Monthly Summary of Sales and Revenue Report*** (Section C. Scope of Work, Sub-Section 2) d. above) that includes the following information*:
 - 1. Location of machine
 - 2. Type of machine
 - 3. Count of product sold
 - 4. Gross sales
 - 5. Sales tax
 - 6. Net sales
 - 7. SHA's Commission Rate
 - 8. Amount of revenue to be paid to SHA
 - 9. DSB's Commission Rate
 - 10. Amount of revenue to be paid to DSB

** The required format for a Monthly Summary of Sales and Revenue Report is included as **Attachment D** to this RFP. If remote monitoring*

is implemented, the report may take a different format as mutually agreed upon by the Concessionaire and SHA.

- c. Report of payment made to the Department of Services for the Blind (see ii. Required to Department of Services for the Blind immediately below) or provide amount on the above-referenced **Attachment D** as noted in *i. b. x.* immediately above.

- ii. *Required to Department of Services for the Blind:*

- a. Monthly revenue check to the DSB, based on vending sales generated in machines at SHA's Administrative facilities, as indicated in **Attachment D.**

- i. Concessionaire Representative**

The Concessionaire shall designate an agent or representative to monitor and report on the overall program. The Concessionaire representative shall attend regularly scheduled annual meetings with SHA's Project Manager and the resident representative or designee(s) or as often as SHA deems necessary to resolve ongoing issues or concerns. The Concessionaire representative shall be available within 24 hours of being notified of potential problems as they arise. They shall be the party to whom all complaints, concerns or service requests shall be addressed. The Concessionaire shall notify SHA in writing within seven (7) days of any change in the name, title or contact information of its designated agent or representative.

- j. Utilities**

SHA will provide access to existing, currently available electrical service to operate the Concessionaire's vending machines. SHA will not separately bill the Concessionaire for utility usage. The Concessionaire shall not hold SHA liable for any interruptions or curtailment to utility services due to causes beyond its control, including but not limited to SHA's alteration, repair, or improvement of premises.

- k. Right to Examine Records**

The Concessionaire shall maintain current financial and other records as may be prescribed by SHA or by applicable Federal, State, and local laws, rules and regulations. The Concessionaire shall retain these records for a period of three (3) years after the Contract completion date. These records shall be made available during the term of the Contract and the subsequent three-year period for examination, transcription, and audit by SHA, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.

The Concessionaire must supply any records associated with this account within ten (10) days of receipt of written request by SHA.

- l. Tax Obligations**

The Concessionaire shall be responsible for any tax obligations due on the services or products sold as may be required under applicable local, State, and Federal laws and regulations, other than leasehold excise taxes payable on remissions by SHA to the State of Washington.

- m. Laws, Permits & Licensees**

The Concessionaire shall be responsible for obtaining all licenses, permits and governmental permissions required to perform the work described under the Contract resulting from this RFP. The Concessionaire shall take into consideration, and comply with all applicable current local, State, and Federal laws, regulations, statutes, codes and guidelines.

Attachment B

Building Name	Building Address	Limited Partnership	Total Units	Employees	Snack	Drink	Total Machines
Residential Facilities							
Ballard House	2445 NW 57th St.		79		1	1	2
Barton Place	9201 Rainier Ave S		91		1	1	2
Bayview Tower	2614 4th Ave		100		1	1	2
Beacon Tower	1311 S Massachusetts		108		1	1	2
Bell Tower	2215 1st Ave		120		1	2	3
Bitter Lake Manor	620 N 130th St		72		1	1	2
Cal-Mor Circle	6420 California Ave SW		75		1	1	2
Capitol Park	525 14th Ave E		125		1	1	2
Cedarvale House	11050 8th Ave NE		118		1	2	3
Center Park	2121 26th Ave S		137		1	1	2
Center West	533 3rd Ave W		91		1	1	2
Columbia Place	4628 S Holly St		66		1	1	2
Denny Terrace	100 Melrose Ave E		220		1	2	3
Gideon-Mathews Gardens	323 25th Ave S		45		0	1	1
Green Lake Plaza	505 NE 70th St		130		1	1	2
Harvard Court	610 Harvard Ave E		81		1	1	2
Holly Court	3824 S Myrtle St		97		1	0	1
International Terrace	202 6th Ave S		100		1	0	1
Jackson Park House	14396 30th Ave NE		71		1	1	2
Jefferson Terrace	800 Jefferson St	Jefferson Terrace LLLP	283		1	2	3
Lake City House	12546 33rd Ave NE		117		1	1	2
Lictonwood	9009 Greenwood Ave N		81		1	1	2
Michaelson Manor	320 W Roy St		57		0	1	1
Olive Ridge	1700 17th Ave		105		1	1	2
Olympic West	110 W Olympic Pl		76		1	2	3
Phinney Terrace	6561 Phinney Ave N		51		0	1	1
Pinehurst Court	12702 15th Ave NE		73		0	1	1
Queen Anne Heights	1212 Queen Anne Ave		53		1	1	2
Ross Manor	1420 Western Ave		100		1	1	2
South Park Manor	520 S Cloverdale St		27		0	1	1
Stewart Manor	6339 34th Ave SW		74		1	1	2
Tri-Court	720 N 143rd St		87		1	1	2
University House	4700 12th Ave NE		101		1	1	2
University West	4544 7th Ave NE		114		1	2	3

West Town View	1407 2nd Ave W		59		1	1	2
Westwood Heights	9455 27th Ave SW		130		1	1	2
Administrative Facilities							
SHA Central Office	101 Elliott Ave W			347	1	2	3
SHA OSC	1300 North 130th St			90	1	1	2
SHA SOF	7500 Detroit Ave SW			25	1	1	2
SHA MLK	810 MLK Jr Way S			100	1	2	3
				TOTALS			81

**Attachment C
C-1 HEALTHY VENDING GUIDELINES¹**

	Healthiest	Healthier
	FOOD/SNACKS	
Calories	<ul style="list-style-type: none"> No more than 250 calories per serving for adults 	<ul style="list-style-type: none"> No more than 250 calories per serving
Fat	<ul style="list-style-type: none"> No added fat for vegetables, fruits, nuts, seeds, dairy, meat, beans, and eggs For grains and soup, follow the recommendations for Healthier. 	<ul style="list-style-type: none"> No more than 35% of calories from total fat, excluding nuts, seeds, and nut butters. No more than 10% of calories from saturated fat Zero trans fat
Sugar	<ul style="list-style-type: none"> No added sugar for all food groups except grains No more than six (6) grams of sugar per serving for grains 	<ul style="list-style-type: none"> No more than 35% of weight from total sugars, excluding whole fruit products or ingredients with no added sweeteners² No more than ten (10) grams of sugar per serving for grains. <i>For dairy products with sugar:</i> Pudding, yogurt, frozen yogurt, or frozen milk are limited to 30 grams total sugar per oz
Sodium	<ul style="list-style-type: none"> No more than 150 mg per serving 	<ul style="list-style-type: none"> No more than 360 mg per serving
	BEVERAGES	
	<ul style="list-style-type: none"> Sugar-free and caffeine-free Unflavored fat-free or 1% milk 100% fruit juice ≤ 4 oz serving 	<ul style="list-style-type: none"> Artificially sweetened and caffeine-free Unflavored fat-free or 1% flavored milk (≤ 22 grams sugar per 8 oz)

¹ **Healthy Vending Guidelines** based on the King County Healthy Vending Guidelines.

² **Added sweeteners include:** sucrose, fructose, glucose, corn syrup, high fructose corn syrup, honey, agave syrup, maple syrup, molasses, evaporated cane juice and fruit or fruit juice concentrates.

C-2 HEALTHY VENDING GUIDELINES

Examples of Healthiest & Healthier Food and Beverages

	Healthiest	Healthier
	FOOD/SNACKS	
Vegetables	<ul style="list-style-type: none"> Dehydrated or freeze-dried vegetables 	<ul style="list-style-type: none"> Dehydrated or freeze-dried vegetables with added salt, sugar or fat Baked and popped potato chips
Fruits	<ul style="list-style-type: none"> Dehydrated or freeze-dried fruit Fruit packed in its own juice 	<ul style="list-style-type: none"> Dehydrated or freeze-dried fruit with added salt, sugar or fat Fruit packed in "lite" syrup
Grains	<ul style="list-style-type: none"> 100% whole grain crackers, pretzels, cereals, and granola bars Air popped or low-fat popcorn 	<ul style="list-style-type: none"> Whole grain crackers, pretzels, pita, corn chips, cereals, and granola bars¹
Nuts & Seeds	<ul style="list-style-type: none"> Unsalted nuts or seeds Trail mix or fruit nut bars with only unsalted nuts and unsweetened dried fruit 	<ul style="list-style-type: none"> Salted nuts and seeds (low sodium) Trail mix or nut fruit bars with salted nuts and added sugar
Meat & Beans	<ul style="list-style-type: none"> Low-sodium dried meat (jerky) or tuna Low-fat, low sodium bean soup 	<ul style="list-style-type: none"> Low-fat bean soup
Beverages	<ul style="list-style-type: none"> Plain water or carbonated water (seltzer) Unflavored fat-free or 1% milk Unsweetened tea or coffee 	<ul style="list-style-type: none"> Fat-free or 1% flavored milk (\leq 22 grams sugar per 8 oz) 100% fruit juice with no added sweeteners (\leq 8 oz serving) Zero- or low-calorie beverages (\leq 10 calories per 8 oz) Non-caloric, artificially sweetened beverages (diet)

¹ **Whole Grain:** at least 51% of the grain ingredients are whole grains. When you read the ingredient label, the first two grain ingredients should be whole grains.

**ATTACHMENT D
Monthly Summary of Sales & Revenue Report**

FOR: (Month/Year) _____ (Page 1 of 2)

Building Name	Building Address	Machine Type	Count of Product Sold	Gross Sales ¹	Sales Tax	Net Sales ²	DSB Com. Rate ³	DSB Payment	Owner Com. Rate ⁴	Owner Payment
Ballard House	2445 NW 57 th St									
Barton Place	9201 Rainier Ave S.									
Bayview Tower	2614 4 th Ave									
Beacon Tower	1311 S Massachusetts									
Bell Tower	2215 1 st Ave									
Bitter Lake Manor	620 N 130 th St									
Cal-Mor Circle	6429 California Ave SW									
Capitol Park	525 14 th Ave E									
Cedarvale House	11050 8 th Ave NE									
Center Park	2121 26 th Ave S									
Center West	533 3 rd Ave W									
Columbia Place	4628 S Holly St									
Denny Terrace	100 Melrose Ave E									
Gideon-Mathews	323 25 th Ave S									
Greenlake Plaza	505 NE 70 th St									
Harvard Court	610 Harvard Ave E									
Holly Court	3824 S Myrtle St									
International Terrace	202 6 th Ave S									
Jackson Park House	14396 30 th Ave NE									

Jefferson Terrace	800 Jefferson St									
Lake City House	12546 33 rd Ave NE									
Lictonwood	9009 Greenwood Ave N									
Michaels on Manor	320 W Roy St									
Olive Ridge	1700 17 th Ave									
Olympic West	110 W Olympic Place									
Phinney Terrace	6561 Phinney Ave N									
Pinehurst Court	12702 15 th Ave NE									
Queen Anne Heights	1212 Queen Anne Ave									
Ross Manor	1420 Western Ave									
South Park Manor	520 S Cloverdale St									
Stewart Manor	6339 34 th Ave SW									
Tri-Court	720 N 143 rd St									
University House	4700 12 th Ave NE									
University West	4544 7 th Ave NE									
West Town View	1407 2 nd Ave W									
Westwood Heights	9455 27 th Ave SW									
SHA Central Office	101 Elliott Ave W									
SHA OSC	1300 N 130 th St									
SHA SOF	7500 S Detroit Ave SW									
SHA MLK	810 MLK Jr Way S									

¹ **Gross Sales:** The term “Gross Sales” is hereby defined to mean receipt at point-of-sale by cash, check, credit card, or other method of payment, of any payment for commodities dispensed from the machines/equipment placed at OWNER’s Sites. Such gross sales shall not be discounted to reflect commissions or other payments or overrides to brokers or intermediary agents, either internal or external to the Concessionaire or any taxes or fees payable to any governmental entity.

- 2 **Net Sales:** Gross Sales minus Sales Tax.
- 3 **Department of Services for the Blind (DSB) Commission Rate:** Payment to the DSB is required for sales from machines located on administrative OWNER's facilities.
- 4 **OWNER Commission Rate:** The mutually agreed-upon percentage of Net Sales paid to OWNER.
- 5 **OWNER Payment:** The amount of revenue payable to OWNER for residential facilities is Gross Sales minus Sales Tax equals Net Sales times OWNER's Commission Rate. The amount of revenue payable to OWNER for administrative facilities is Gross Sales minus Sales Tax equals Net Sales minus DSB Commission times OWNER's Commission Rate.

Attachment E Proposal

Vending Concessionaire Beverage & Snack Pricing Proposal

Directions for completing the Pricing Proposal:

1) Fill out the information below.

Name of Firm Submitting Proposal: _____

Name of Party Authorized to Execute Contracts: _____

Signature of Party Authorized to Execute Contracts: _____

2) Provide your proposed Unit Price and proposed SHA Commission Percentage for BOTH Residential and Administrative facilities for each of SHA's current products below.

The form below provides an example of products currently sold in vending machines located in residential and administrative SHA facilities. Final products and pricing will be determined during Contract negotiations.

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

Commodity	Proposed Rates Residential Facilities		Proposed Rates Administrative Facilities	
	Unit Price	Proposed SHA Commission Percentage (%)	Unit Price	Proposed SHA Commission Percentage (%)
12 oz. can carbonated beverages				
12 oz. can diet carbonated beverages *				
20 oz. can carbonated beverages				
20 oz. can diet carbonated beverages *				
20 oz. water *				
16 oz. 100% juice *				
Vitamin Water *				
Energy Drink				
Chips (Large Size Serving)				

Chips (Baked) *				
Chips (Gourmet/Large Size)				
Granola/Peanuts/Trail mix *				
Microwave Popcorn				
Beef jerky *				
Cookies				
Candy Bars				
Gum/Breath Savers				
Pop Tarts and Like Pastries				

* Healthy Choice items currently sold in residential and administrative vending machines.

D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

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

- Cover Letter
- Address each of the evaluation criteria below:
 - **Relating to Criterion 1: Women and Minority Business (WMBE) Inclusion Plan**
Provide a detailed Inclusion Plan describing your good-faith efforts to meet the aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s).
 - **Relating to Criterion 2: Race and Social Justice Initiative (RSJI)**
Selected applicants describe how they will
 - Ensure the outreach plan is designed to reach people from diverse racial, ethnic, and cultural backgrounds, including those who do not speak English
 - Employ strategies to provide interpretation and translation services for residents in target buildings and communities as part of their outreach efforts and programming/services
 - Address expectations for cultural competency training and responsiveness as part of the programming/services development of staff members
 - Take measures to actively engage people from marginalized communities and ensure their needs are addressed.
 - **Relating to Criterion 3: Company Qualifications:**

- 1) Provide a brief overview of your company's background, qualifications, and capability to provide the services as described in Section C. Scope of Work above to this RFP.
- 2) Also include responses to the following:
 - a.) Number of years Proposer has been providing vending machine services as described in this RFP.
 - b.) Number of employees who will be working on this Contract should your company be awarded the Contract.
 - c.) Total number of vending machines under company's control.
 - d.) Times when service and repair personnel available?
 - e.) What vending machines, parts and spares do you have access to locally?
 - f.) Provide your method of providing refunds in the event of a machine malfunction. Provide the text of your instructions to residents, staff and the public, and the mechanism for them to submit for and receive the refund.
 - g.) Based on previous services you have performed for other clients, demonstrate your firm's ability to provide the services below as requested under Section C. Scope of Work above:
 - I. Describe your company's proven ability to provide accurate reporting, to perform monthly collections and to provide monthly reports, including in the timeframes requested as described in C. Scope of Work above.
 - II. Describe your company's ability to meet each of the service expectations, as described in Section C. Scope of Work above. Also address your company's ability to meet response times for all items.
 - h) State the specific energy-savings equipment or device you propose to install in the facilities listed in Attachment A, and whether it is part of or a separate device from the vending machine itself. Include the annual rate of savings in kWh and dollars for the energy-saving equipment, as suggested by the manufacturer (e.g., "\$100 savings per machine per year") and include the expected percentage of energy to be saved (e.g., "anticipated savings of thirty-four percent (34%) to forty percent (40%) per year").

- **Relating to Criterion 4: Personnel Qualifications**

1. Provide a listing of the key personnel and their position within the Company who will be assigned to this Contract should your company be awarded the Contract. Describe the key personnel(s) experience, and the level of expertise and qualifications of the representative/manager and of those individuals who will directly support and be involved in meeting the day-to-day requirements of SHA.
2. If you plan to sub-contract work, for each subcontractor, you must provide the name and address of each firm and the type of work or tasks they will perform.

- **Relating to Criterion 5: Healthy Vending**

As stated in the Scope of Work, at a minimum, fifty percent (50%) of the products stocked within each SHA facility must comply with either the "Healthiest" or "Healthier" standards listed in **Attachments C-1 and C-2**. For your reference, **Attachment E – Vending Concessionaire Beverage and Snack Pricing Proposal** includes a sample list of snack and beverage products currently available from one of SHA's vending machines.

Provide responses to the following:

- 1) Your firm's experience providing healthy foods for other clients. Please provide client names and dates that your firm has provided these foods in other clients' vending machines.
- 2) Include the categories of healthy foods that you have provided for these other clients that meet the requirements on **Attachments C-1 and C-2** as follows:
 - a. State the highest percentage of healthy foods you have provided for other clients.
 - b. Describe how you promoted these healthy foods in other clients' machines in order to foster sales of those products. Please list the following:
 - i. The categories of healthy beverage and snack products you propose providing in SHA vending machines should your firm be selected to provide these services.
 - ii. The percentage of these healthy foods you propose stocking in each SHA facility, and
 - iii. Your approach to marketing them to foster sales of these products, including supportive point-of-sale materials.

Note: Whatever your firm specifies as meeting the healthy foods guidelines as described in **Attachments C -1 and C-2** must in fact meet those guidelines. If at any point during the evaluation process or the term of the contract, should your firm be the successful Proposer, it is determined that an item(s) has been mislabeled, SHA will require an appropriate substitution for said product(s).

- **Relating to Criterion 6: Price/Rates**

Revenue/Commissions: Complete and submit with your proposal Attachment E:

- a.) Provide the Unit Price and Proposed SHA Commission Percentage for each Snack and Beverage category item listed on Attachment E for both SHA's Residential and Administrative buildings.
- b.) NOTE: You must complete and submit Attachment E with your proposal in order for your proposal to be considered responsive to this solicitation.
- c.) Points for this criterion will be assigned based on the Unit Prices that are most favorable to low-income residents and Commission Percentages that are most advantageous to SHA.

E. CONSULTANT EVALUATION CRITERIA

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

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a

proposal, the Consultant and any sub-consultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the proposal due date.

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

Evaluation Criteria – Qualifications		Weighting (Max. Points)
1	<u>Women and Minority Business Enterprise (WMBE) Inclusion Plan</u> (See Section D above for a complete description of this Criterion.)	10
2	<u>Race and Social Justice Initiative (RSJI)</u> (See Section D above for a complete description of this Criterion.)	10
3	<u>Company Qualifications.</u> (See Section D above for a complete description of this Criterion.)	25
4	<u>Personnel Qualifications</u> (See Section D above for a complete description of this Criterion.)	20
5	<u>Healthy Vending.</u> (See Section D above for a complete description of this Criterion.)	20
6	<u>Prices/Rates</u> (See Section D above for a complete description of this Criterion.)	20
MAXIMUM TOTAL POINTS		105

F. SELECTION PROCESS

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

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

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

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

contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

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

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

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

G. CONTRACT NEGOTIATIONS

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

SHA expects to execute one or more Contracts for services for 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) Small and/or Disadvantaged Business Enterprise Requirements: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses, and veteran-owned businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

As outlined in more detail in Section D, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.

2) Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle.

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

1. The work to be performed under this contract is subject to the requirements of the Section 3 Laws. The purpose of the Section 3 Laws is to ensure that employment and other economic opportunities generated by HUD assistance

or HUD-assisted projects covered by the Section 3 Laws, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with the Section 3 Laws. Without limiting the generality of the foregoing, Consultant shall comply, and shall require its subcontractors and subconsultants to comply, with the requirements of 24 CFR 75.9. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Laws.
 3. The Consultant agrees to include this Section 3 clause in every subcontract, and to otherwise take all necessary steps to ensure compliance with the Section 3 Laws by its subcontractors and subconsultants. The Consultant agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor or subconsultant is in violation of the Section 3 Laws. The Consultant will not subcontract with any subcontractor or subconsultant where the Consultant has notice or knowledge that the subcontractor or subconsultant has been found in violation of the Section 3 Laws.
 4. The Consultant will provide certifications in form and substance required by Owner at such times as Owner may request, certifying (i) its compliance with the Section 3 Laws, and (ii) as to such facts and circumstances pertaining to the Section 3 Laws as Owner may require or request, including, without limitation, certification with respect to total number of labor hours worked under this Agreement, labor hours worked by Section 3 Workers (as defined in the Section 3 Laws), and labor hours worked by Targeted Section 3 Workers (as defined in the Section 3 Laws).
 5. Noncompliance with the Section 3 Laws may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 6. Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section or otherwise to ensure performance in compliance with the Section 3 Laws.
- 3) Basic Eligibility:** By submitting for this Solicitation:
- A. Proposer represents that it is licensed to do business in the State of Washington, and it has a state Unified Business Identifier (UBI) number.
 - B. Proposer represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer further represents that by submitting a Proposal and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their

principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Proposer understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this RFP of Proposer's sub-contractors' (if applicable) eligibility.

C. Certification and Representations of Offerors Form: The Consultant shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.

- 4) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Consultant. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Consultant must submit a completed and signed Certifications and Assurances Form (copy attached to this RFP) for itself and each sub-consultant, if known will be utilized on the Contract. Such form shall be submitted to SHA with the one original submittal for this RFP.
- 10) **Contract Requirements:** Proposers may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation. Refer to Exhibit B Informational.

SHA's standard contract document is intended to guide you in developing your proposal. The actual contract that the successful Proposer and SHA will sign will be

based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

SHA may also be acting as an agent to Condominium or other Associations that are associated with the SHA or LP properties included in the scope of work for this solicitation. If so, the contract(s) resulting from this solicitation will be between the selected firm and the applicable Association.

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

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

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

A. General Insurance Requirements:

1. Prior to undertaking any work under this Contract, the Consultant shall procure and maintain continuously for the duration of this Contract, at no expense to Owner, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.
2. The Consultant's insurance shall be primary as respects Owner, and any other insurance maintained by Owner shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by Owner. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise

approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher.

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

1. Additional Insured Endorsement Ongoing Operations naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable but must be approved by SHA's Risk Manager.
2. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Consultant's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.

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

\$1,000,000 each accident/disease

4. 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

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the

Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

6. Crime Fidelity, Theft, Disappearance & Destruction Liability (to include Employee Dishonesty):

\$1,000,000 per claim/aggregate

7. Commercial Crime Insurance/Employee Theft Insurance. When applicable, a policy of Commercial Crime Insurance/Employee Theft Insurance including third party coverage in favor of OWNER with the following minimum coverage:

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non-contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.

- D. Waiver of Subrogation: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.

- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant.

- F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Consultant or of any of their respective insurers. The Consultant shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.

- G. Proof of Insurance and Insurance Expiration:

1. The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.

2. The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Consultant. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
3. As respects CGL insurance such Additional Insured status shall contain a “separation of insureds” provision.
4. The Consultant shall include all subconsultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant’s coverage of subconsultants under the Consultant’s policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - a.) Obtain from each subconsultant not insured under the Consultant’s policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
5. The Consultant’s insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Consultant shall not permit any required insurance coverage to expire during the term of this Contract.
6. Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

H. Criminal Background Investigation: The Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors, and subconsultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant

agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

Attachment I

FORMS

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



VENDOR FACT SHEET

Return this Form to Sadia Ikram at 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

Sole Proprietor

Partnership

Corporation

Governmental Agency

Other _____

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

Substitute IRS Form W-9 Certification:

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

SIGN

Signature of U.S. Person

Date

HERE →

Ownership Status (check all that apply):

- MBE** (Minority-Owned Business Enterprise)
- WBE** (Women-Owned Business Enterprise)
- MWBE** (Minority / Women-Owned Business Enterprise)
- CBE** (Combination Business Enterprise)
- Small Business** **HUD Section 3 Business**

Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)

Self-Identified (SHA may request a signed statement re: self-certification)

Racial/Ethnic Status (check one):

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

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

SIGN BELOW:

Signature of Authorized Representative of Vendor:

Date:

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

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

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at

https://www.seattlehousing.org/sites/default/files/Purchase_Orders_Terms_Conditions.pdf

Vendor Fact Sheet Instructions

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

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

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

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

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

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

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America 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](http://www.bankofamerica.com/epayablesvendors) 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](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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

This form includes clauses required by OMB's common rule on bidding / offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for 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:

For-Profit Subgrantee and Contractor Certifications and Assurances

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

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

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

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent

rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

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

Return this form to:
Sadia Ikram at
sadia.ikram@seattlehousing.org

Attachment II

INFORMATIONAL EXHIBITS

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



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

206-615-3300
Seattlehousing.org

HUD Section 3 Information and Section 3 Forms

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

Re: Updates to HUD's Section 3 Regulations

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

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

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

The updated rule establishes these benchmarks:

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

The updated rule includes the following definitions:

1. Section 3 Worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. HUD's income limits can be obtained from: <http://www.huduser.org/portal/datasets/il.html>
 - b. The worker is employed by a Section 3 Business Concern.
 - c. The worker is a YouthBuild participant.
2. For Section 3 projects, a Targeted Section 3 Worker means a Section 3 worker who:

- a. Is employed by a Section 3 Business Concern: OR
 - b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. A resident of public housing or Section 8-assisted housing;
 - ii. A resident of other public housing projects or Section 8-assisted housing managed by the Public Housing Authority that is providing the assistance;
or
 - iii. A YouthBuild participant.
3. Section 3 Business Concern means a business concern meeting at least one of the following criteria, documented within the last six-month period:
- a. It is at least 51 percent owned and controlled by low- or very low-income persons.
 - b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers: or
 - c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

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

- Section 3 Business Concern Certification for Contracting form (*This form is for any business to use to self-certify, if applicable, as a Section 3 Business Concern.*)
- Section 3 Worker and Targeted Section 3 Worker Self-Certification form (*This form is for individuals to use to self-certify as a Section 3 or Targeted Section 3 Worker.*)
- Section 3 Monthly Reporting Form for SHA Projects (*This form is to be completed monthly by the prime consultant / contractor and sent to purchasing@seattlehousing.org. The form lists the total hours worked by all for that monthly period for the contract and show how many of those hours were by Section 3 or Targeted Section 3 Workers.*)

This new HUD Rule went into effect in November 2020 and requires the tracking of Section 3 hours for all new SHA Contracts.

We have attached the forms mentioned above for your review. If any of these forms apply to your firm or any of your team members, please complete the applicable form(s) and submit with your one original Proposal document.

Please contact purchasing@seattlehousing.org if you have any questions.

Thank you,

Housing Authority of the City of Seattle

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

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

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

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

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

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

Business Concern Affirmation

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

Print Name: _____

Signature: _____ Date: _____

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

FOR ADMINISTRATIVE USE ONLY

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

YES NO

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

The Housing Authority of the City of Seattle

Section 3 Income Limits

Eligibility Guidelines

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

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

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

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

Section 3 Worker Definition:

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

Targeted Section 3 Worker Definition:

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

Section 3 Worker and Targeted Section 3 Worker

Self-Certification Form

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

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

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

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

Employee Name: _____

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

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

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

I qualify as a:

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

Employee Affirmation

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

Employee Address: _____

Print Name: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE SE ONLY

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

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

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

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

What was the date of hire? _____

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