

# RFP Addendum #1

Request for Proposals for  
Yesler Terrace Package Locker Procurement and Services  
Solicitation #5501

**Date of Addendum #1: 07/21/2022**

The Request for Proposals (RFP) for the above-named project is amended as noted in this Addendum. This Addendum consists of 38 pages.

This Addendum is incorporating proposal revisions to the RFP (see Item 1 below), lists questions received and SHA's responses (see Item 2 below), and extends the due date for this solicitation (see Item 3 below).

**Item 1.** The following revisions shall be incorporated:

Add the following exhibits as attachments:

- Exhibit A Hinoki Space – Locker Location and Floor Plan
- Exhibit B Sawara Space – Locker Location and Floor Plan
- Exhibit C Section 3 Business Concern Certification for Contracting – Last Revised 07.14.2022
- Exhibit D Sample Contract
- Exhibit E COVID-19 Vaccination Policy for Contractors

Delete the following document:

- Section 3 Business Concern Certification for Contracting – Last Revised 04.02.18

**Item 2.** The following is a list of questions received and SHA's responses to those questions.

Question 1. Due to the short deadlines in this RFP, to provide all interested Vendors a chance to review Answers to Questions provided by SHA and to be able to craft a detailed response to this RFP, would SHA consider extending the submission deadline to Tuesday, August 9, 2022?

Response 1: Yes, please see Item 3 of this addendum.

Question 3. Would SHA consider a Vendor to be responsive to this RFP if they respond with a State of Washington Contract / NASPO response with those state terms and conditions governing?

Response: No.

Question 4. On page 10, under section 10 "Contract Requirements", it states "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. Would SHA please provide us with which sections are non-negotiable?"

Response: See attached sample contract as Exhibit D. SHA is unable to provide any details on the non-negotiable sections of the contract at this phase of the solicitation.

Question 5. Are Federal Funds being used for this procurement?

Response 5: Yes.

Question 6. Would SHA provide Vendors with their Package Volume, including the mix of what type of items are coming in?

Response 6: SHA doesn't have that information.

Question 7. What items are going to be placed into the parcel lockers?

Response 7: Packages and envelopes from non-USPS carriers.

Question 8. Who is going to be utilizing the lockers?

Response 8: SHA residents.

Question 9. What is the headcount at each location?

Response 9: See table in response #20.

Question 10. On page 7, under section C "Scope of work", would SHA please describe in more detail what is meant by "provide locker operation services options" and "support the full operation, security, management" at each location?

Response 10: SHA will not have staff to operate or manage the lockers. We will rely on a third party to do this for us. We assume there is a good, better, best services options available for us to consider. If that is not the case and there is one level of service, we'd like to know that. These rooms do not have concierge services.

Question 11. Are you looking for on-site attendant for the locker operational workflow?

Response 11: No.

Question 12. If not, please describe your existing parcel delivery operations?

Response 12: Currently UPS, Fed Ex etc. call the unit to come down to receive the package if the resident is not home the carrier leaves a sticker on the door glass at the entry vestibule in most cases. If they are let into the lobby, they will sometime leave the package unsecured in the USPS mail lobby.

Question 13. What is the expected package delivery / parcel pickup workflow?

Response 13. We see this as a resident orders package, notes locker room address, and UPS or Fed ex delivers to a locker and provides through the locker service a code to open the locker.

Question 14. Who will be managing the loading of the lockers? Carriers such as USPS, UPS & FedEx?

Response 14. Yes.

Question 15. On page 9, section C "Scope of Work", Locker Locations & Floor Plans. The RFP states "see attached floor plans" but we could not find them attached to the RFP. Could you please provide?

Response 15. Locker Locations & Floor Plans are included in this addendum as Exhibit A and Exhibit B. See Item 1.

Question 16. Are the lockers being placed indoors or outdoors?

Response 16. Indoors.

Question 17. Would these lockers need to integrate into any existing back-office system?

Response 17. No.

Question 18. Or other software being used in the current workflows?

Response 18. No. These will be standalone locker facilities.

Question 19. Could you please confirm if this is accurate or not? 3 bldgs. with one central mail / package location. Has 20' wall for up to 6 lockers. Mixed income housing and mostly 2 bedrooms.

Response 19. The three installations noted only serve the three rental buildings independently and are not community based and do not serve SHA buildings. This solicitation and two locker locations will serve solely the 7 buildings listed in the chart listed in Response 20. The majority of units are one bedroom and two bedroom units and are operated by the Seattle Housing Authority.

Question 20. How many units total will be using this locker system?

Response 20. Potentially 638 but 535 if omitting East of Yesler. We are not clear how often Kebero will utilize the west of Yesler locker facilities.

	East of Yesler	Yesler Affordable Housing Buildings						
	Kebero	Raven	Hoa Mai	Red Cedar	Hinoki	Sawara	Juniper	Total
0-BR	0	0	0	0	0	0	0	
1-BR	53	70	51	20	15	64	15	288
2-BR	37	10	43	67	0	27	46	230
3-BR	7	2	12	27	0	22	30	100
4-BR	6	1	5	5	0	1	2	20
Total	103	83	111	119	15	114	93	638

**Item 3.** The Due Date for this solicitation is extended to **2:00 PM, Tuesday, August 9, 2022.**

Exhibit A  
110 10th<sup>th</sup> Avenue S. "Hinoki", Seattle, WA 98104  
485 sf

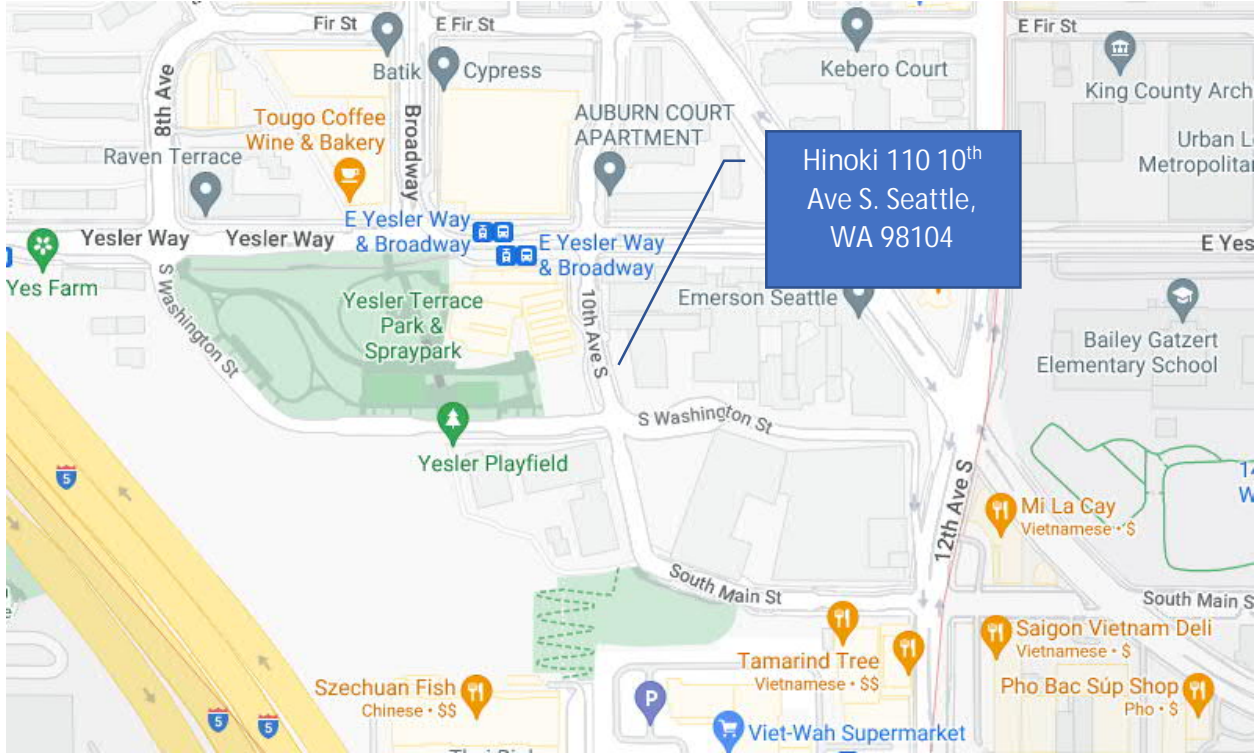


Exhibit A  
110 10th<sup>th</sup> Avenue S. "Hinoki", Seattle, WA 98104  
485 sf

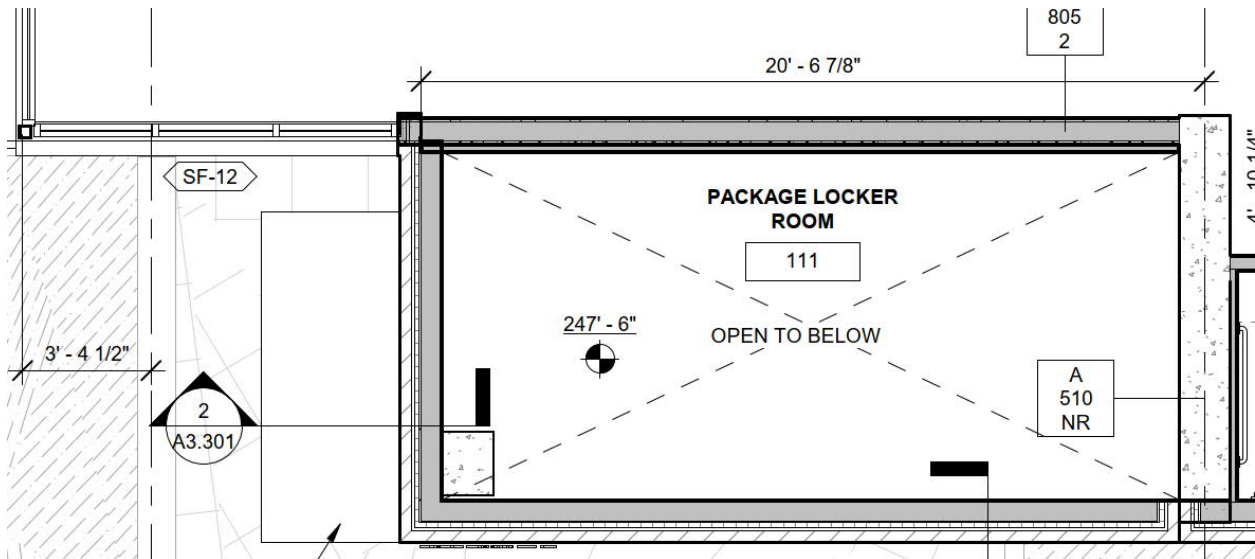


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110 10th<sup>th</sup> Avenue S. "Hinoki", Seattle, WA 98104  
485 sf

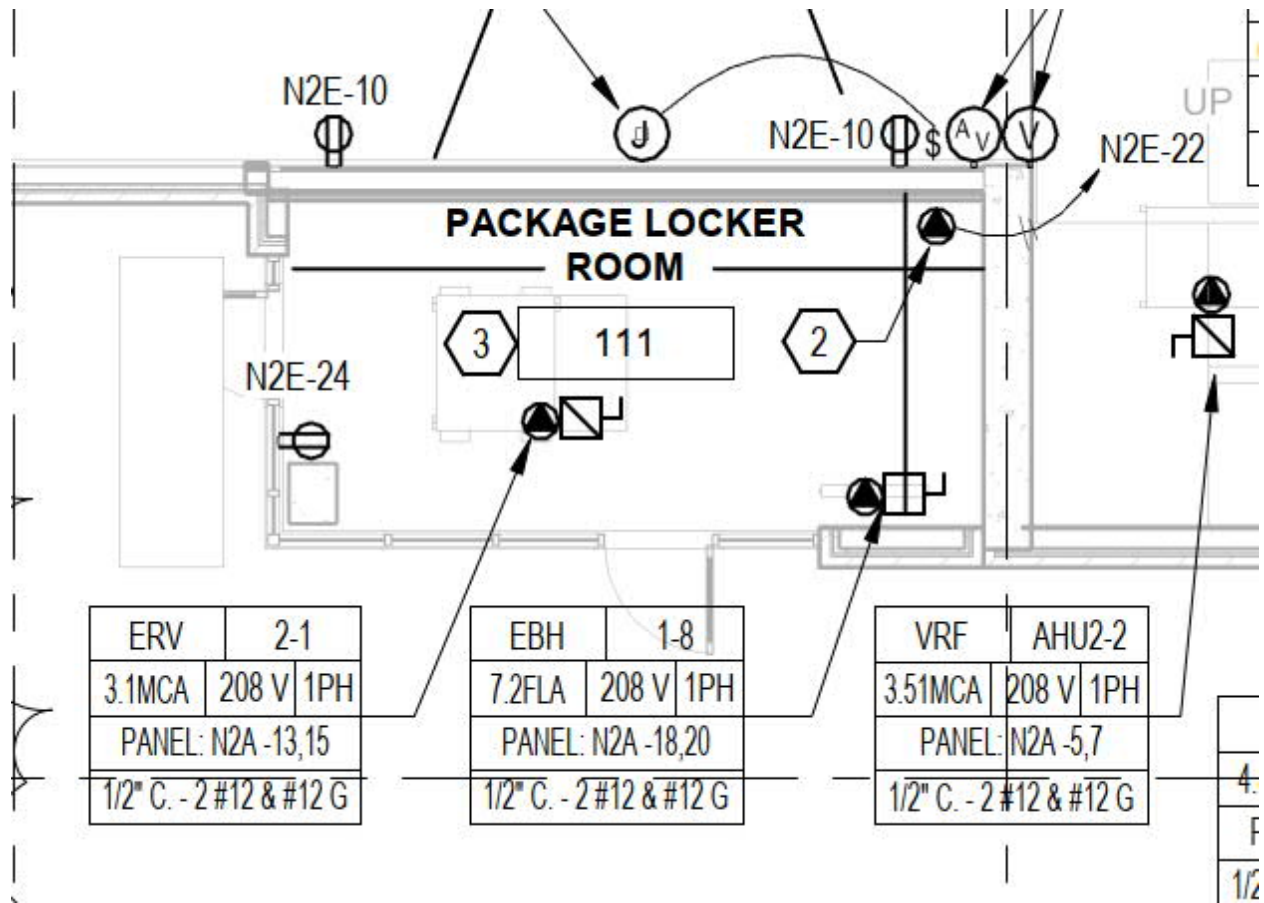


Looking North



Looking East

Exhibit A  
 110 10th<sup>th</sup> Avenue S. "Hinoki", Seattle, WA 98104  
 485 sf



Electrical

Exhibit B  
101 8th Avenue S. "Sawara", Seattle, WA 98104  
485 sf

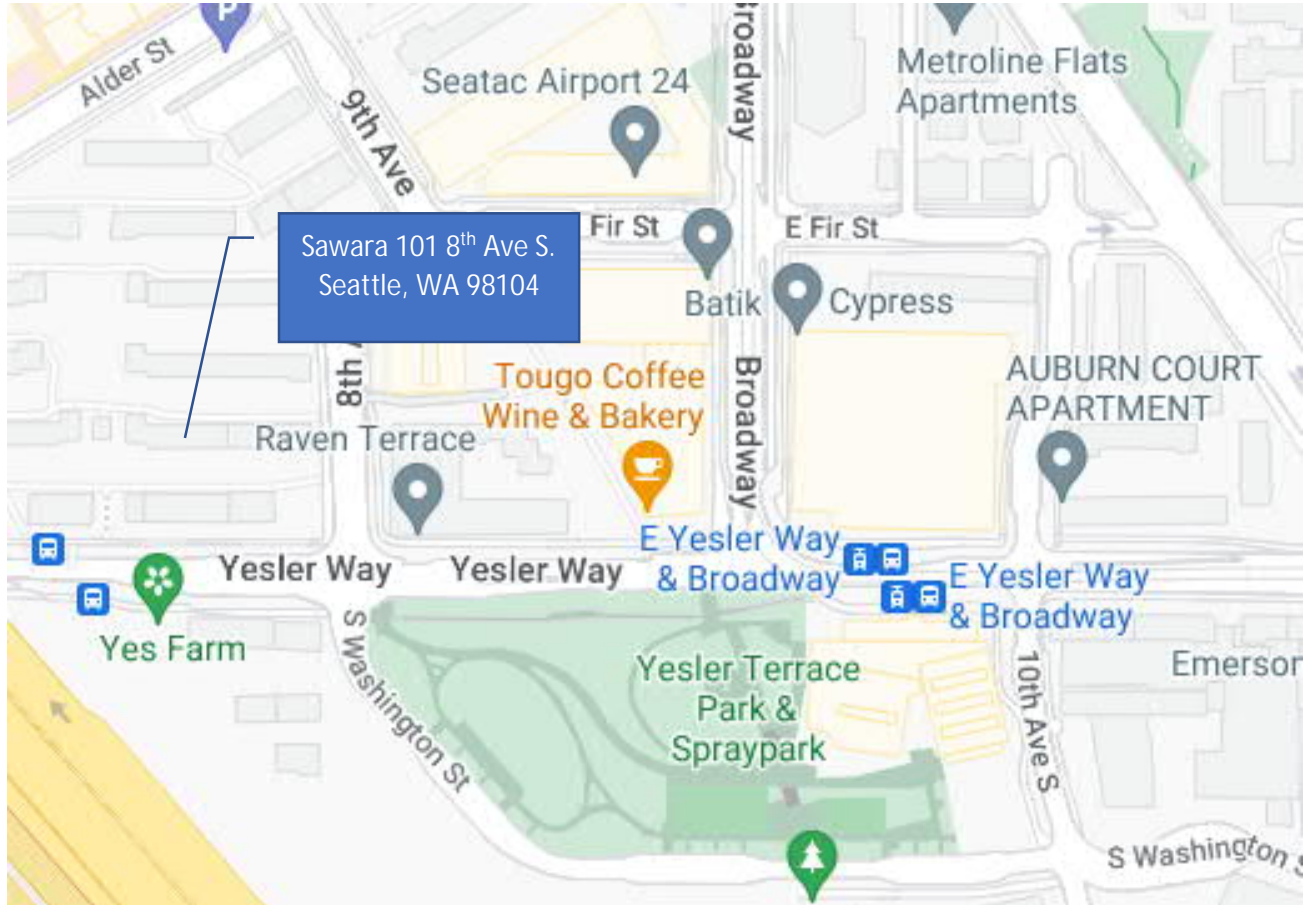
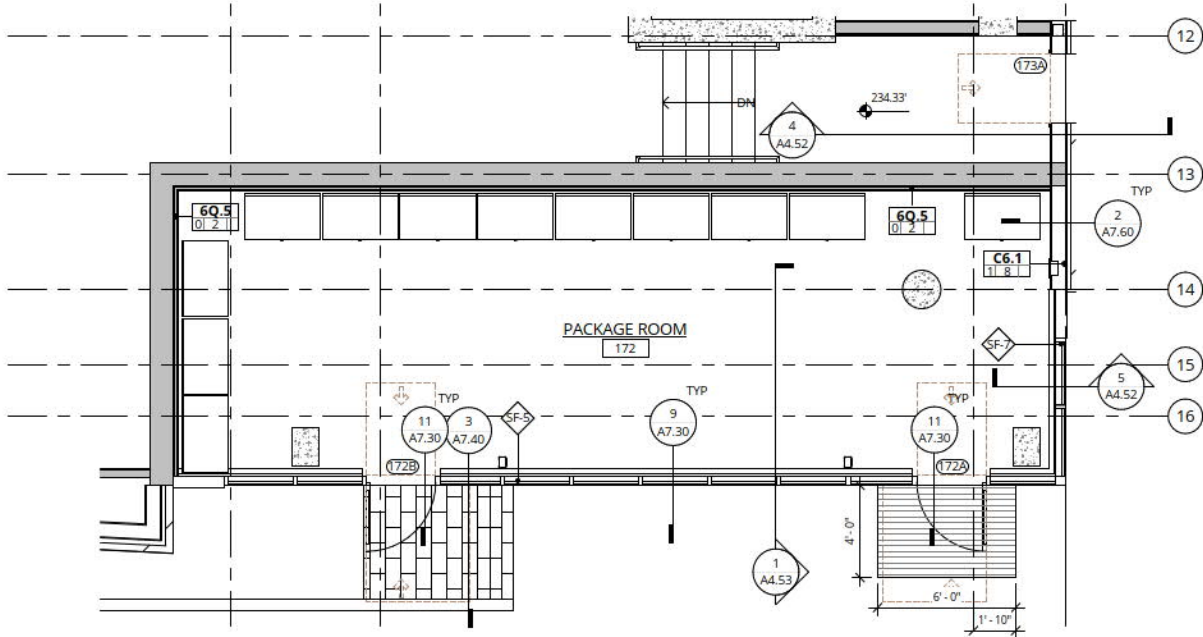
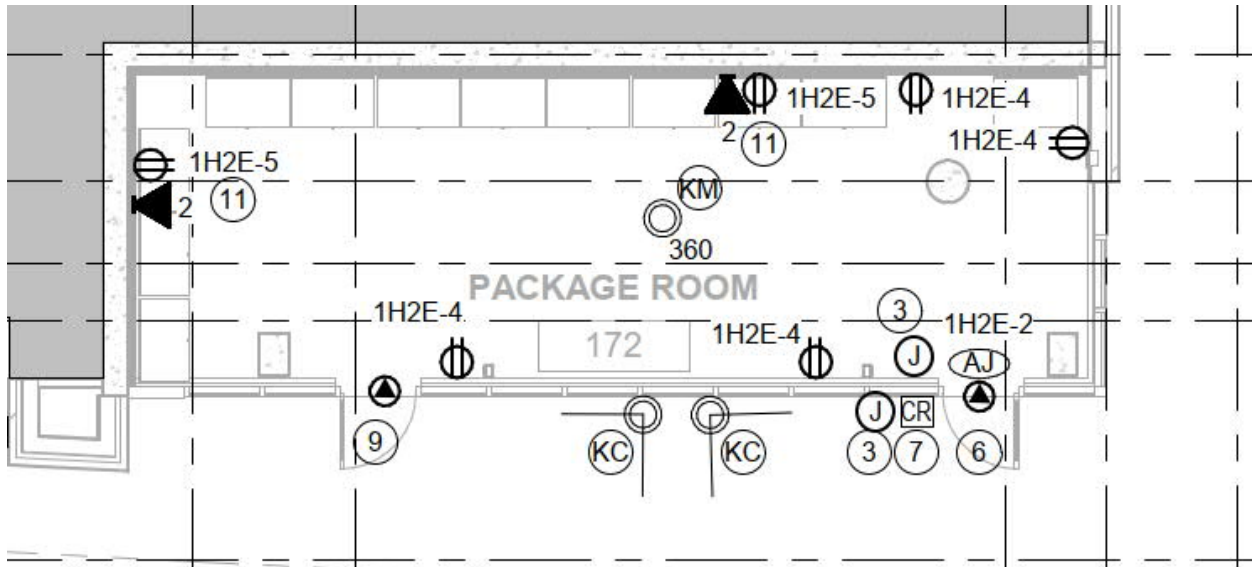




Exhibit B  
 101 8th<sup>th</sup> Avenue S. "Sawara", Seattle, WA 98104  
 485 sf



**4** PACKAGE ROOM - ENLARGED PLAN  
 1/4" = 1'-0"



Electrical

# 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).

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## 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.

**Contract No. 5501**

**CONSULTANT and PROFESSIONAL SERVICES**

For

Yesler Terrace Package for Locker Room Installation and Operation Services

THIS CONTRACT is made and entered into between the Housing Authority of the City of Seattle, a public body corporate and politic, *as the General Partner of Yesler Block 5.1 LLLP or as Managing Agent for \_\_\_\_\_ (state name of other entities)*, hereinafter referred to as "SHA" and/or "Owner" and **Name and Address of Firm, "Doing Business As," if appropriate**, hereinafter referred to as the "Consultant." **Or for CSD Contracts "Service Provider."** *[If you use Service Provider instead of Consultant, you will need to do a search (Find/Replace) to change Consultant to Service Provider throughout the Contract. Be careful not to change sub-consultant when it comes up in your search.]*

WHEREAS, "**Owner**" means the Housing Authority of the City of Seattle *(If there are any Limited Partnerships or other entities SHA is representing in this Contract, add and name of limited partnership(s).)*

WHEREAS, SHA solicited proposals from consultants qualified to provide assistance to SHA consistent with Attachment A - Scope of Work, attached and made a part of this Contract; and

WHEREAS, the Consultant is qualified, duly authorized and willing to provide the requested services.

NOW THEREFORE, in consideration of the terms, conditions, covenants and representations contained herein, or incorporated and made a part hereof, the parties hereto agree as follows:

**SECTION 1 - SCOPE OF WORK:** The Consultant shall perform such services as required by SHA to complete the work as defined in Attachment A - Scope of Work, and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein. The Scope of Work shall serve as the progress schedule and be used to measure work performed. Consultant shall perform its duties under this Contract with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent and diligent person would exercise in similar circumstances.

**SECTION 2 - TIME FOR BEGINNING AND COMPLETION:** The Consultant shall not begin any work under the terms of this Contract until authorized to do so in writing by SHA. All work under this Contract shall be completed between the date authorized to begin work and the completion date specified in Attachment B – Terms and Conditions, attached and

made a part of this Contract. The established completion time for the tasks and the entire contract period shall not be extended because of any delays attributable to the Consultant, but may be extended by SHA in the event of a delay attributable to SHA, or because of unavoidable delay caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to this Contract.

**SECTION 3 – PAYMENTS:** The Consultant agrees to perform all of the work set forth in Attachment A – Scope of Work for an amount not to exceed the Contract Amount specified in Attachment B – Terms and Conditions hereto. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that this is a fixed amount and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract.

Invoices must include the following information: invoice date and number; SHA's Contract number; the Contract title; the period of time for which services are being invoiced; a detailed description of the work performed for which payment is requested; and an itemization of reimbursable expenses. Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced that total \$250.00 or more, and sub-consultant invoices, regardless of the amount. All payments shall be processed by SHA within thirty (30) calendar days after accurate billing and backup documentation are received by SHA, or for grant or Federally Funded projects, within thirty (30) calendar days after SHA actually receives the grant or federal money, whichever is later. Invoices and applicable attachments shall be emailed to the attention of SHA's Project Manager as specified in Attachment B hereto.

**SECTION 4 – PROHIBITION OF ASSIGNMENT:** The Consultant shall not assign, subcontract or transfer any services, obligations, or interest in this Contract without prior written consent of SHA as authorized in a Change Order. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by SHA, the State of Washington, or the United States. In the event of an approved subcontract, SHA shall continue to hold the Consultant responsible for proper performance of the Consultant's obligations under this Contract.

In the event that the Consultant enters into a subcontract for work or services to be provided under this Contract, the Consultant shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

**SECTION 5 – SUBSTITUTIONS:** The Consultant's key personnel identified in Attachment B to this Contract are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify SHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. Any proposed substitute must

have qualifications equal to or better than the key personnel being replaced. No diversion or substitution of such key personnel shall be made by the Consultant without the prior written consent of SHA.

**SECTION 6 – DISPUTES:** Any disputes or misunderstandings that may arise under this Contract concerning the Consultant’s performance shall first be resolved through amicable negotiations, if possible, between the Consultant’s Project Manager and SHA’s Project Manager indicated in Attachment B, or if necessary, shall be referred to SHA’s Executive Director and the Consultant’s senior executive(s). If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

**SECTION 7 - COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES:** In performing the work and providing the services under this Contract, the Consultant shall comply with all applicable laws of the United States, the State of Washington; and the City of Seattle; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof. Such provisions include, but are not necessarily limited to:

- A. Washington Public Records Act: Consultant acknowledges and agrees that Seattle Housing Authority I a public agency under Washington State law (Chapter 35.82 RCW) and is subject to the requirements of the Washington Public Records Act (PRA), Chapter 42.56 RCW. Consultant also acknowledges and agrees that documents prepared, owned, used or retained in connection with this Agreement or work performed on behalf of the Seattle Housing Authority pursuant to this Agreement may be subject to public disclosure if requested. Consultant agrees to fully cooperate with the Seattle Housing Authority in making required disclosures in a lawful and timely manner. Consultant further acknowledges and agrees that if Consultant fails to fully cooperate and produce records requested, or if Consultant asserts an objection, privilege, or exemption that delays the timely disclosure of requested records, Consultant will fully indemnify and defend Seattle Housing Authority for any penalties, fees, or costs related to such failure or delay, including but not limited to reasonable attorney fees claimed by a requester.
- B. Anti-lobbying Certification: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Consultant further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

- C. Nondiscrimination/Equality of Opportunity: The Consultant shall comply with applicable non-discrimination and equal opportunity provisions of the laws and regulations of the United States, the State of Washington, and the City of Seattle.
- D. Compliance with Federal 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.
1. The work to be performed under this Contract is subject to the requirements of 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.
  5. The Consultant shall provide a monthly 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). For such monthly certification, the Consultant shall use the "Section 3 Monthly Reporting Form for SHA Projects" (see Attachment D to this Contract.)
  6. 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.
  7. 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.
- E. Clean Air and Water: On federally-funded contracts in excess of \$150,000, consistent with the provisions of 2 CFR §200.326(g), the Consultant shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Energy Efficiency: When applicable, the Consultant shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201) for the State in which the work under this Contract is performed.

*[If there are any HOPE VI or Choice Neighborhoods Implementation (CNI) grant funds included in this Contract, leave Sub-section F in. If no HOPE VI or CNI grant funds, this Sub-section F. must be deleted.]*

- G. Certification and Assurances Form: The Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form for itself and for each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before work is performed by any sub-consultant.
- H. Certification and Representations of Offerors Form: The Consultant warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to performance under this contract and certifies that the information submitted to SHA on their completed and signed HUD form 5369-C

Certifications and Representations of Offerors – Non-Construction Contract, as submitted with its Proposal, is still accurate.

- I. Certification of Eligibility: By entering into this Contract with SHA, the Consultant certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the Consultant's firm, nor any person or firm which has an interest in any of its sub-consultants' firms as applicable, is ineligible 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.

NOTE: For purposes of this Paragraph, the term "Person" is synonymous with the term "Principal" as defined in 2 CFR 180 and means:

- 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 required to perform the covered transaction.

For compliance with the Certification of Eligibility provision, the Consultant/Service Provider agrees to conduct Suspension and Debarment checks on each sub-consultant and on those persons/principals described above.

The websites to verify eligibility are:

<https://www.sam.gov/portal/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).

Upon request, SHA will provide the Consultant/Service Provider with forms necessary to conduct these reviews.

This certification of eligibility is a material representation of fact upon which reliance was placed when SHA awarded the Contract. In the event a Change Order is issued renewing the Contract, by submitting a proposal for the change order, the Consultant certifies as to continued eligibility consistent with this section. SHA reserves the right to request evidence demonstrating compliance with this section, such as, evidence of sub-consultant eligibility. If it is later determined that the Consultant knowingly provided an erroneous certification, the Contract may be terminated, and the Consultant may be debarred or suspended from participation in HUD programs and other Federal contract programs. SHA advises the

Consultant/Service Provider to become familiar with the federal regulations, 2 CFR 180, and to conduct such eligibility checks prior to the initial contract award, prior to a contract renewal or, if there is no formal contract renewal, at least annually for contracts lasting more than one year in duration. The Consultant/Service Provider will submit a signed certification of compliance with this section for itself and for any sub-consultants as sub-consultant agreements are issued and will submit an annual certification of compliance for Contracts extending beyond one year in duration.

An erroneous certification from a sub-consultant or any person having an interest in a sub-consultant may result in SHA requiring the removal of the Sub-consultant from the project. SHA shall not be liable for any costs associated with the removal or replacement of the firm/person from the project as a result of having knowingly provided an erroneous certification.

- J. SHA Rules, Regulations and Policies: The Consultant shall comply with the rules, regulations, and policies that SHA may from time to time enact and/or modify with respect to work to be performed on or at its properties, including but not limited to, the COVID-19 Vaccination Policy for Contractors attached hereto as Attachment C. Any such rules, regulations and policies shall be binding upon the Consultant upon delivery of a copy of them to the Consultant. SHA shall not be responsible to the Consultant for nonperformance of any such rules, regulations or policies by any other vendors, contractors, consultants or other third parties.

SHA has determined that the current Scope of Work for this Contract **(select the option that fits this Contract)** does / does not require compliance with the COVID Policy.

By the execution of this Contract, the Consultant (i) affirms, represents and warrants to SHA that all individuals performing work under the Contract who come on-site will have had their vaccine status verified or an appropriate accommodation will have been granted for those who have been granted a disability or religious exemption in accordance with applicable law, and (ii) agree to comply (and to cause your subcontractors, sub-consultants, and agents to comply) with the COVID Policy and to cooperate with SHA in any investigations with respect to such compliance, including signing such attestations as SHA may reasonably require and providing such information or records as SHA may reasonably requests, except for any information or records that you may be prohibited by law from disclosing.

**SECTION 8 - EXTRA WORK:** SHA may desire to have the Consultant render services in connection to this project in addition to the items specified in Attachment A - Scope of Work. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the

Consultant for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed.

In the event that SHA may desire to have the Consultant render additional services, the Consultant shall provide supporting cost information in sufficient detail to permit SHA to perform the required cost or price analysis required pursuant to 2 CFR §200.323 prior to the issuance of a Change Order for such services.

## **SECTION 9 – INSURANCE:**

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

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

### **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. 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.

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

\$1,000,000 each accident/disease

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

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

4. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the 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. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Consultant's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work shown in the Contract, with the following minimum coverage:

\$1,000,000 each Claim

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

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

\$1,000,000 each Occurrence

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

8. Commercial Crime Insurance/Employee Theft Insurance. 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

- K. 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 sub-consultants 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.

**SECTION 10 – INDEMNIFICATION**: Consultant shall defend, indemnify, and hold Seattle Housing Authority harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- the sole negligence or willful misconduct of Consultant, its officers, employees, agents or sub-consultants;
- the concurrent negligence of Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of Consultant, its officers, employees, agents or sub-consultants;
- the negligent performance or non-performance of the contract by the Consultant; or
- the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.



Consultant waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend and hold harmless Seattle Housing Authority and its officials, agents or employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Consultant's Liability and Coverage Limits section, Section 9 – Insurance.

**SECTION 11 - NOTICE REQUIREMENTS:** Any and all notices required under this Contract (each, a "Notice") shall be in writing to the addresses specified in Attachment B to this Contract or to such subsequent respective addresses as either party may hereafter designate in writing and shall be deemed delivered as follows:

- A. Three (3) Business Days after being posted by certified or registered mail to the other party's contact person;
- B. One (1) Business Day after being sent by recognized national overnight courier service to the other party's contact person;
- C. On the same Day when delivered in person to the other party's contact person;
- D. On the same Day when sent by email to the contact person at the designated email address of the party with confirmed receipt, provided the email is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by e-mail with confirmed receipt; or
- E. On the same Day when sent by facsimile to the contact person at the designated facsimile number of the party with confirmed receipt, provided the facsimile is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by facsimile with confirmed receipt.

**SECTION 12 - PROJECT MANAGEMENT:** This project shall be managed for SHA by the person specified in Attachment B to this Contract, who shall either directly or indirectly through such others as are designated in writing by the Project Manager provide direction to the Consultant in performing the work of this Contract.

**SECTION 13 - STATUS OF CONSULTANT AND EMPLOYEES:**

- A. **Non-Representation:** Neither the Consultant, the Subcontractor, employees, agents, or volunteers of the Consultant or Subcontractor, shall be deemed or represent themselves as employees of SHA or the grantor funding this project on account of the services performed in connection with this Contract.
- B. **Involvement of Former SHA Employees:** The Consultant agrees to inform SHA of any former SHA employee who terminated SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Consultant further agrees that no work will be done by a former SHA employee who terminated SHA employment in

the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official SHA duties, was involved in, participated in or acted on any matter related to this Contract.

- C. No Conflict of Interest: The Consultant confirms that the Consultant does not have a business interest or a close family relationship with any SHA employee who was, is, or will be involved in the consultant selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance. As used in this section, the term "Consultant" shall include any employee of the Consultant who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an SHA employee described above.

The Consultant hereby acknowledges the requirements of RCW 42.23.030, which prohibits anyone in the Consultant's organization who has an official relationship with SHA, to receive compensation in excess of \$1,500 per month from this Contract.

#### **SECTION 14 - TERMINATION FOR CONVENIENCE AND DEFAULT:**

- A. SHA may terminate this Contract in whole, or from time to time in part, for SHA's convenience or the failure of the Consultant to fulfill the contract obligations (default). SHA shall terminate by delivering to the Consultant a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to SHA all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.
- B. If the termination is for the convenience of SHA, SHA shall be liable only for payment for services rendered before the effective date of the termination.
- C. If the termination is due to the failure of the Consultant to fulfill its obligations under the Contract (default), SHA may (1) require the Consultant to deliver to it, in the manner and to the extent directed by SHA, any work as described in subparagraph A(2) above, and compensation be determined in accordance with the Extra Work section of this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable for any additional cost incurred by SHA; and (3) withhold any payments to the Consultant, for the purpose of set-off or partial payments, as the case may be, of amounts owed SHA by the Consultant.

- D. If, after termination for failure to fulfill contract obligations (default), it is determined that the Consultant had not failed, the termination shall be deemed to have been effected for the convenience of SHA, and the Consultant shall be entitled to payment as described in paragraph B above.
- E. Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

**SECTION 15 – OWNERSHIP:** All records, reports, documents and other materials produced in connection with or provided to SHA under the terms of this Contract shall become the exclusive property of SHA, and shall not be reproduced by or used by the Consultant without the express written consent of SHA.

**SECTION 16 – ROYALTIES AND PATENTS:** The Consultant shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save SHA harmless from loss on account thereof; except that SHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Consultant has no reason to believe that the specified design, process, or product is an infringement. If, however, the Consultant has reason to believe that any design, process or product specified is an infringement of a patent, the Consultant shall promptly notify the Project Manager. Failure to give such notice shall make the Consultant responsible for resultant loss.

**SECTION 17 – AUDITS AND RECORDS RETENTION:**

- A. SHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Consultant agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph "A" above.
- C. The periods of access and examination in paragraphs A and B above for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract to which SHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

**SECTION 18 - RENEWALS AND EXTENSIONS:** The parties may mutually agree to extend the Contract. Upon the completion of the extended date of this Contract, this Contract will expire unless the parties execute a Change Order extending the term of the Contract.

**SECTION 19 - COMPLETE CONTRACT:** This Contract (including Attachments to the Contract), together with SHA's solicitation materials, and the Consultant's response to the solicitation, contain all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between these documents, the order of precedence shall first be the Contract (including Attachments to the Contract), then SHA's solicitation materials, and finally the Consultant's response to the solicitation. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

**SECTION 20 - EXECUTION AND ACCEPTANCE:** This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

### **SECTION 21 – PERFORMANCE EVALUATION**

The Consultant acknowledges that SHA will evaluate its performance under and pursuant to this Contract. The purpose of such evaluations includes, but is not limited to, determining whether the Consultant and its sub-consultant(s) responsibly performed their contractual obligations, properly expended funds provided pursuant to this contract, and whether the best interests of SHA were served.

SHA will provide a copy of any such performance evaluations to the Consultant, as soon as practicable after completion of such evaluation, but no later than thirty days after completion of the contract or the evaluation, whichever is later.

The Consultant may respond to the performance evaluation within thirty (30) days of receipt of the completed evaluation by submitting a written request for review by the SHA Project Manager. Any such request shall include the reasons for the request and any documents necessary to substantiate their belief that the performance evaluation was flawed or otherwise in error. SHA will respond to the Consultant within thirty (30) days of receipt of the Consultant's request for review; provided that, if in the Project Manager's judgment, additional time for a response is required the Project Manager shall advise the Consultant in writing that the response will be provided at a later date, which date shall be specified in the written notice to the Consultant.

If the Consultant it is not satisfied with SHA's final the response, the Consultant may submit a protest within ten (10) days of receipt of SHA's final response. The protest shall be mailed to the attention of SHA Contracting Manager, P.O. Box 19028, Seattle, WA 98109. The Contracting Manager will review the protest and provide a response to the Consultant within thirty (30) days of receipt of the protest. If additional time is warranted for the review, the Consultant shall be notified in writing.

The Consultant Evaluation document will be available to SHA staff as evaluation reference material for other SHA solicitations for up to five years after the document has been finalized.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by having their representatives affix their signatures below.

**Business Name of Consultant**  
Street Address of Business  
City, State, and Zip of Business

**Housing Authority of the City of Seattle**

*[If there are any Limited Partnerships or other entities SHA is representing in this Contract, add the applicable portions of the following language here: "as the General Partner of (state name or limited partnership(s)) \_\_\_\_\_ or as Managing Agent for \_\_\_\_\_ (state name of other entities) \_\_\_\_\_, ]*

190 – Queen Anne Avenue North  
P.O. Box 19028  
Seattle, WA 98109-1028

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

Name and Title of Signatory

Name and Title of Signatory

*[If applicable, add "General Partner and Managing Agent]*

Attachments:

- A Scope of Work
- B Terms and Conditions
- C COVID-19 Policy
- D Section 3 Monthly Reporting Form For SHA Projects

**Attachment A**  
(Contract No.           )  
**SCOPE OF WORK**

SAMPLE

**Attachment B**  
(Contract No. )  
**TERMS AND CONDITIONS**

Project Completion Date (Section 2 of the Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	Contract Amount (Section 3 of Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
Basis of Payment (hourly rate, lump sum, etc.) (Section 3 of Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span>	
Subcontractors or Sub-consultants Authorized (Section 4 of Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span>	
Name of Consultant's Key Personnel Essential to the Work (Section 5 of Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span>	
Name and Address of SHA's Project Manager (Sections 6 and 12 of the Contract):  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span>	
Consultant's Name and Address for Delivery of Notices (Section 11 of the Contract)  <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 80px; height: 15px;"></span>	SHA's Name and Address for Delivery of Notices (Section 11 of the Contract)  Housing Authority of the City of Seattle Attn: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 60px; height: 15px;"></span> 190 Queen Anne Avenue N. P.O. Box 19028 Seattle, WA 98109-1028

ATTACHMENT C

**HOUSING AUTHORITY OF THE CITY OF SEATTLE**  
**MANUAL OF OPERATIONS**

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**SUBJECT:** COVID-19 Vaccination Policy for Contractors

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**PURPOSE:** The Seattle Housing Authority (“SHA”) is instituting a COVID-19 vaccination requirement for all Contractors that work on SHA property and have prolonged interactions with SHA staff or SHA residents. This policy furthers SHA’s responsibility to provide and maintain a safe workplace, and will help to safeguard the health of SHA’s employees and their families, as well as SHA’s clients, residents, guests, and the community at large. The context for this policy is a surge in the transmission and contraction of COVID-19, especially among the unvaccinated and vulnerable members of the community.

The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. SHA has a responsibility to ensure a safe work environment for staff and ensure the safety of our residents. SHA serves some of the most vulnerable members of the community and the agency has a responsibility to ensure their safety.

As used in this policy, the term “Contractor” means any person engaged by or for SHA to work as an independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, and includes any employees, agents, contractors, subcontractors, licensees, and invitees of any of the foregoing, but does not include a visitor to or patron of SHA property

**SCOPE:** This policy applies to all Contractors, that work on SHA property and/or have prolonged interactions with SHA staff or SHA residents. The determination of whether work or service provided by a Contractor falls or will likely fall within the scope of this Policy shall be determined by SHA in its sole and absolute discretion. Types of work or services not considered to involve prolonged interactions with staff or residents include, by way of example;

1. New construction projects;
2. Site work that is outdoors and is not on a playground. Examples include sidewalk repairs, parking lot repairs and tree removal
3. Rehabilitation or repairs of vacant units that have no common entry or common areas; and
4. Emergency repairs.



**POLICY:** As a condition of contracting with SHA, the Contractor must ensure that all individuals who perform on-site work under the Contract by, for, under, or at the direction of the Contractor (including any employees, agents, contractors, subcontractors, licensees, and invitees) must have completed a full vaccination cycle with a U.S. FDA-authorized COVID-19 vaccine and must provide documentation to the Contractor proving their fully vaccinated status. Individuals are considered fully vaccinated two weeks after the second dose of the Pfizer and Moderna vaccines, or two weeks after the single dose Johnson & Johnson vaccine. This requirement includes keeping up to date with booster vaccinations as recommended by public health agencies, once boosters are available locally, and complying with additional safety measures and protocols in the future as needed.

All Contractors are required to continue to follow all applicable laws and public health guidance, and must continue to adhere to SHA's COVID-19 protocols and policies.

**PROCEDURE:** The Contractor must develop and implement a vaccine verification plan that includes the following:

1. The Contractor will require any individuals performing work under the applicable contract who come on-site to provide proof of full vaccination against COVID-19 by providing one of the following:
    - CDC COVID-19 Vaccination Record Card or photo of the card; documentation of vaccination from a health care provider or electronic health record; state immunization information system record; or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.
    - The Contractor will follow the requirements set forth in applicable law for granting a disability or religious exemption from the vaccination requirement and determine an appropriate reasonable accommodation, if available.
  2. The Contractor will submit a declaration that will affirm that all individuals performing work under the applicable contract who come on-site have had their vaccine status verified or an appropriate accommodation has been granted for those who have been granted a disability or religious exemption, in accordance with applicable law, understanding that SHA may conduct spot checks of the Contractor's employees/subcontractors and may request a copy of the Contractor's plan or any documentation of compliance with the plan. Regardless, Contractors will be required to comply with all applicable workplace safety protocols (e.g. masking and social distancing). As required under SHA's COVID Safety Protocols, SHA will not permit unvaccinated individuals to perform work that is expected to have any interactions with residents. Accordingly, all Contractor employees having
-

interactions with residents **must** be vaccinated regardless of any applicable religious or medical exemptions.

3. The Contractor will not be required to submit its vaccine verification plan unless specifically request by SHA.

**EFFECTIVE:** This policy is currently not in effect. SHA will continue to monitor King County Public Health guidance and if circumstances and guidance changes, the agency may resume enforcement of this policy.

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**ATTACHMENT D**  
**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**  
**24 CFR Part 75**

**Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses**

**Background:** As a condition to receiving financial assistance from HUD, the Seattle Housing Authority (SHA) is required to report to HUD the number of hours worked by Section 3 workers and Targeted Section 3 workers on SHA's contracts. To gather that information, SHA is requiring all firms contracting with SHA to track their Section 3 hours and to submit to SHA a monthly report. SHA created a form (see the back of this page) for all contractors and consultants to use for this monthly report.

HUD requires SHA and its contractors to use their best efforts to achieve the following Section 3 benchmarks:

For Section 3 Workers - 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

For Targeted Section 3 Workers - 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance for SHA's fiscal year.

**Definitions:**

Section 3 worker. A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Targeted Section 3 worker: A Targeted Section 3 Worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing or Section 8-assisted housing;
  - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA; or
  - c. A YouthBuild participant

Section 3 Business Concern: A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
  2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
-

**ATTACHMENT D – cont.  
Section 3 Monthly Reporting Form  
For SHA Projects**

**This form must be completed and submitted monthly with your monthly invoice.**

SHA Contract No.		Contract Title	
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**This Report is for the following dates:**

Start Date:		End Date:	
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**The following hours are for the dates and Contract identified above:**

Total Hours Worked for all workers:  <i>In calculating total hours worked for all workers, do <u>NOT</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	
Total Hours Worked for Section 3 workers:  <i>In calculating total hours worked for Section 3 Workers, <u>DO</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	
Total Hours Worked for Targeted Section 3 workers:  <i>In calculating total hours worked for Targeted Section 3 Workers, <u>DO</u> include hours worked with respect to any “professional services” as defined in 24 CFR 75.5</i>	

By submitting this form, the undersigned certifies to SHA (i) it has the full right, title, authority and capacity to execute this document on behalf of the Consultant, (ii) all of the documentation and information submitted with this reporting form is true and correct in all material respects, and (iii) that it maintains, and will provide to SHA upon request, documentation in form and substance required by 24 CFR 75.31 sufficient to ensure that applicable workers meet the definition of a Section 3 worker or Targeted Section 3 worker. The undersigned acknowledges and agrees that a breach of any of certifications (i) – (iii) above will be considered a default under the Contract.

**Submitted By:**

Name	Title	Date
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## HOUSING AUTHORITY OF THE CITY OF SEATTLE

### MANUAL OF OPERATIONS

---

**SUBJECT:** COVID-19 Vaccination Policy for Contractors

---

**PURPOSE:** The Seattle Housing Authority (“SHA”) is instituting a COVID-19 vaccination requirement for all Contractors that work on SHA property and have prolonged interactions with SHA staff or SHA residents. This policy furthers SHA’s responsibility to provide and maintain a safe workplace, and will help to safeguard the health of SHA’s employees and their families, as well as SHA’s clients, residents, guests, and the community at large. The context for this policy is a surge in the transmission and contraction of COVID-19, especially among the unvaccinated and vulnerable members of the community.

The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. SHA has a responsibility to ensure a safe work environment for staff and ensure the safety of our residents. SHA serves some of the most vulnerable members of the community and the agency has a responsibility to ensure their safety.

As used in this policy, the term “Contractor” means any person engaged by or for SHA to work as an independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, and includes any employees, agents, contractors, subcontractors, licensees, and invitees of any of the foregoing, but does not include a visitor to or patron of SHA property

**SCOPE:** This policy applies to all Contractors, that work on SHA property and/or have prolonged interactions with SHA staff or SHA residents. The determination of whether work or service provided by a Contractor falls or will likely fall within the scope of this Policy shall be determined by SHA in its sole and absolute discretion. Types of work or services not considered to involve prolonged interactions with staff or residents include, by way of example;

1. New construction projects;
2. Site work that is outdoors and is not on a playground. Examples include sidewalk repairs, parking lot repairs and tree removal
3. Rehabilitation or repairs of vacant units that have no common entry or common areas; and
4. Emergency repairs.

**POLICY:** As a condition of contracting with SHA, the Contractor must ensure that all individuals who perform on-site work under the Contract by, for, under, or at the direction of the Contractor (including any employees, agents, contractors, subcontractors, licensees, and invitees) must have completed a full vaccination cycle with a U.S. FDA-authorized COVID-19 vaccine and must provide documentation to the Contractor proving their fully vaccinated status. Individuals are

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considered fully vaccinated two weeks after the second dose of the Pfizer and Moderna vaccines, or two weeks after the single dose Johnson & Johnson vaccine. This requirement includes keeping up to date with booster vaccinations as recommended by public health agencies, once boosters are available locally, and complying with additional safety measures and protocols in the future as needed.

All Contractors are required to continue to follow all applicable laws and public health guidance, and must continue to adhere to SHA's COVID-19 protocols and policies.

**PROCEDURE:** The Contractor must develop and implement a vaccine verification plan that includes the following:

1. The Contractor will require any individuals performing work under the applicable contract who come on-site to provide proof of full vaccination against COVID-19 by providing one of the following:
  - CDC COVID-19 Vaccination Record Card or photo of the card; documentation of vaccination from a health care provider or electronic health record; state immunization information system record; or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.
  - The Contractor will follow the requirements set forth in applicable law for granting a disability or religious exemption from the vaccination requirement and determine an appropriate reasonable accommodation, if available.
2. The Contractor will submit a declaration that will affirm that all individuals performing work under the applicable contract who come on-site have had their vaccine status verified or an appropriate accommodation has been granted for those who have been granted a disability or religious exemption, in accordance with applicable law, understanding that SHA may conduct spot checks of the Contractor's employees/subcontractors and may request a copy of the Contractor's plan or any documentation of compliance with the plan. Regardless, Contractors will be required to comply with all applicable workplace safety protocols (e.g. masking and social distancing). As required under SHA's COVID Safety Protocols, SHA will not permit unvaccinated individuals to perform work that is expected to have any interactions with residents. Accordingly, all Contractor employees having interactions with residents **must** be vaccinated regardless of any applicable religious or medical exemptions.
3. The Contractor will not be required to submit its vaccine verification plan unless specifically request by SHA.

**EFFECTIVE:** This policy is currently not in effect. SHA will continue to monitor King County Public Health guidance and if circumstances and guidance changes, the agency may resume enforcement of this policy.