

REQUEST FOR PROPOSALS
For
PROFESSIONAL SECURITY GUARD/OFFICER SERVICES
For the
King County Housing Authority

Request for Proposal Issued:

August 17th, 2023

Proposal Due:

September 7th, 2023 at 2:00 p.m.

This RFP includes the following documents:

- 1. Instructions/Introductions/Scope of Work/Requirements**
- 2. Exhibit A – List of Properties**
- 3. Exhibit B - Fee Schedule**
- 4. Exhibit C - Section 3 Information and Certification**
- 5. Exhibit D - HUD Form #5369-A**
- 6. Exhibit E - HUD Form #5370-C**
- 7. Exhibit F - HUD Form #50071**
- 8. Exhibit G - HUD Form SF-LLL**

Request for Proposals
Professional Security Guard Services

SECTION I: Instructions:

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposal (RFP) from qualified security guard contractors to provide professional security Guard/Officer services for KCHA Central Office and properties.

QUESTIONS: Any questions or requests for further information or clarification must be directed to Ponha Lim, the Director of Safety and Security, via email (Ponhal@kcha.org) and received no later than August 29th, 2023.

SUBMISSION DEADLINE: Proposals, in accordance with conditions defined in the RFP, must be received no later than 4:00 pm Pacific Standard Time (PST) on September 7th, 2023 at 2:00 p.m. Proposals and any attachments must be delivered as follows:

Email: Ponha Lim, Director of Safety and Security at: Ponhal@kcha.org

SUBMISSION INSTRUCTIONS: Fax or “in person” submissions will **not** be accepted. No proposals shall be reviewed before the submission deadline. If a respondent has submitted a proposal in error, it may be resubmitted before the submission deadline. Submissions will not be publicly reviewed.

EVALUATION: KCHA expects to select the respondent(s) best qualified to provide the services described in this RFP based upon the evaluation criteria set forth in the RFP. KCHA reserves the right to waive any information or irregularities in submittals, or to reject any and/or all proposals. KCHA reserves the right to award contracts to multiple vendors.

INFORMATION TO BE SUBMITTED WITH THE PROPOSAL: KCHA reserves the right to request additional information in order to complete the evaluation and selection process. The Statement of Qualifications must present the contractor(s) experience and qualifications to undertake the professional services specified above. Respondents may incorporate additional relevant collateral information such as Contractor brochures, profile, references, etc. If so included, such material should be in a separate section of the response.

1. Letter of Interest

- a. The letter of interest should briefly summarize the Contractor(s) qualifications, experience, availability, and possible capacity constraints for the proposed work.
- b. An officer of the contractor authorized to execute contracts or other similar agreements must sign the letter (please include name, title, phone number, and/or email).

2. General Qualifications, Experience and Fee

- a. Provide a brief description of the organization, history, and other general information that describes the contractor(s) qualifications and capacity to undertake this work. List projects or work for other clients undertaken in the last four years that is similar to the services described above and qualifies the contractor to provide these services for KCHA.
- b. Provide references, with contact information, from at least three recent (within four years) clients for work that is similar to the services described above.
- c. Provide a fee schedule of the contractor(s) hourly and standard fees and expenses. All fees for professional security services shall be submitted on the attached Exhibit B. Such hourly fees would be used should KCHA and the Contractor agree on a change in the Scope of Work beyond what is listed in this RFP, or if KCHA and the Contractor agree that there has been a change in conditions that will cause the fixed-fee proposal to be exceeded.
- d. A completed and signed HUD Form #5369-A and Section 3 Certification Form.

GENERAL CONDITIONS:

1. **Basic requirements:** The Contractor shall meet the requirements of Exhibit D, HUD form #5369-B; and, if applicable, Section 3 business as outlined in Exhibit C.
2. **Addenda:** In the event there are changes or clarifications to this RFP, KCHA shall issue an addendum. Addenda will only be sent to those contractors who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of the respondent to check with KCHA by calling the KCHA contact named in this RFP prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
3. **Rights reserved by KCHA:** KCHA reserves the right to engage other professional services if, at KCHA's sole discretion, part(s) of the contract could be better fulfilled by another contractor. KCHA reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all Statements of Qualification. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director (or assignee) has approved the award of the contract.
4. **Basic Eligibility:** The successful Contractor must be licensed to do business in the State of Washington, must have a state UBI number, be properly authorized and be licensed and in good standing to perform the services proposed. The successful respondent must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or HUD's "Limited Denial of Participation" list. KCHA expects the contractor to adhere fully and at all times to the ethical standards expressed in the Rules of Professional Conduct.
5. **Payment Requirements:** Respondents should be aware that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and will pay reimbursable expenses to the Contractor only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the awarded Contractor, who must have the capacity to meet all expenses in advance of payments by KCHA.
6. **Records Made Public:** All documents submitted to KCHA will become public record, as per RCW 42.56. Do not submit information as part of this RFP which you think is "confidential" or "proprietary" to your contractor. KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

7. **Conflict of Interest:** The selected Contractor must fully advise KCHA of any potential conflicts of interest and seek a written waiver in advance of commencing work.
8. **Fair Housing:**
 - a. **Subject:** Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.
 - b. **Purpose:** The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.
 - c. **Notifications:** Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all **current** and **future** contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.
 - d. **To read the full text of the Notice:** Go to www.kcha.org, click on "Business" then "Contract and Bid Requirements" and finally click on and read "**Fair Housing Laws.**"

INSURANCE AND INDEMNIFICATION:

The contractor awarded the contract shall procure and maintain for the duration of the contract insurance as described below against claims which may arise from or in connection with the performance of the work hereunder by the contractor, its partners, members, agents, representatives, or employees. The cost of such insurance shall be borne by the respondent contractor.

1. The Contractor, at its sole cost and expense, hereby releases and shall indemnify, defend, and hold harmless the Owner, its affiliates, officers, agents, partners, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of the Contractor(s) employees, whether arising before or after completion of the work thereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of the Contractor, its agents or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this Contract. The Contractor(s) aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. However, in no event shall the release, indemnity, and hold harmless obligations apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Contractor(s) immunity under Washington's Industrial Insurance act, RCW Title 51. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.
2. The Contractor hereby agrees to require all its Subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming the Owner as indemnity, and failure to do so shall constitute a material breach of this Contract by the Contractor.

Minimum Scope of Insurance

Contractors shall maintain the following insurance coverages:

1. Insurance Services Office Commercial General Liability coverage
2. Insurance Services Office covering Automobile Liability, code 1 (any auto)
3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance
4. Professional Services Errors and Omissions (E&O) insurance

Minimum Limits of Insurance

Contractor shall maintain with limits not less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit of \$2,000,000
2. Automobile Liability: \$1,000,000 per accident combined single limit
3. Employer's Liability: \$1,000,000 per accident for bodily injury/sickness or disease
4. Professional Services Errors and Omissions: \$1,000,000 per claim.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, agents, partners, employees, and volunteers are to be covered as additional insureds as respects to products and services of the Contractor under a "completed operations" type of additional insured endorsement. General liability coverage can be provided in the form of an endorsement to the Contractor(s) insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor(s) insurance coverage shall be primary insurance as respects the Owner, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by the Owner, its officers, officials, agents, partners, employees, volunteers, or shall be excess of the Contractor(s) insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' [ten (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given to the Owner.

4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. Course of construction policies shall contain the following provisions:
 - a. The King County Housing Authority shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against the Owner and the Property Manager, its officers, officials, employees and volunteers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:XIII.

Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory **endorsements** effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences in sufficient time to permit contractor to remedy any deficiencies. The Owner reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or shall obtain separate certificates for each Subcontractor before Subcontractors' work begins. Contractor shall be responsible for subcontractor complying with such requirement, and failure to concontractor compliance shall constitute breach of contract by the Contractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

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SECTION II: Introduction

King County Housing Authority Background: King County Housing Authority (KCHA) is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County outside the Cities of Seattle and Renton, and administers over 22,000 apartment units which provide housing for low income households, including families, the elderly and the disabled. KCHA owns and directly manages approximately 4,300 federally assisted multifamily housing units and administers Section 8 housing assistance to another 14,160 households. Governed by a 5-person Board of Commissioners that is appointed by the King County Council, KCHA has 430 employees and an annual operating budget of \$440,000,000.

SECTION III: Scope of Work

The King County Housing Authority is requesting proposals from qualified security guard service contractors to provide unarmed, uniformed security officers for KCHA Central Office and designated sites. The objective of these services will be to guard and keep safe the property, residents, visitors, guests, and associates who enter KCHA property. As designated by KCHA, the contractor shall provide stationary guards or roving patrol (on-foot or vehicular), unarmed, on/at KCHA sites and properties on/at specified days and times.

Under **Exhibit A** to this Scope of Services is a list of KCHA properties; however, it is not intended to be a complete listing of all locations that KCHA may require services, nor does KCHA guarantee that it will require the contractor to provide services at all such locations for the duration of the contract. KCHA retains the right to order services for other locations (i.e., “Additional Service Locations”).

Additionally, the number of hours at the various service locations may vary from time to time because of the security needs of KCHA and/or the availability of funding for security guard services; therefore, the number of hours is subject to a decrease or increase during the period of performance. KCHA does not guarantee any specific number of hours and may adjust the projected number of hours to best meet KCHA’s needs.

The contract for services shall be one (1) year from the date of execution by both parties. Upon expiration of the original Contract term, the Contract, at the Owner’s sole discretion, may be extended incrementally or in whole, for a period of up to four, one (1) year terms. The total term of the Contract, including all extensions, may not exceed five (5) years. The initial term of this Contract, and any extension thereof is subject to spending limits detailed in Section 6. KCHA reserves the right to award no contract, a single contract, or multiple contracts following review of bids received.

A. Definitions

Additional Services: Services provided on an as-needed basis.

Additional Service Locations: KCHA sites where Additional Services may be required on an as-needed basis.

Equipment: Any equipment issued to a Guard/Officer by the contractor for use while performing assigned duties for KCHA.

Guard/Officer: Individual employed by the contractor to provide services to KCHA.

Overtime: Any hours worked by a Guard/Officer on KCHA properties over 40 hours in a 7-day workweek. KCHA must give prior permission to the contractor prior to such occurring.

Post Orders: Written orders and instructions to perform specific services at KCHA locations. KCHA will work together to develop and maintain Post Orders. All Post Orders and any changes thereto shall be approved by an authorized KCHA representative. Post Orders are prepared for daily reference by contract Guard/Officers. Each KCHA location will have Post Orders.

Regular-time: Whenever a Guard/Officer works at KCHA property a regular shift of up to 8 hours within a 24-hour period or 40 hours in a 7-day work week, such is at Regular-time rates.

Replacement Guard/Officer: Guard/Officer dispatched by the contractor to temporarily replace a Guard/Officer regularly assigned to provide duties for KCHA.

Service Location: Site owned or controlled by KCHA where the contractor will provide services on a regular basis.

Supervisor: The contractor employee or agent who is authorized to work with KCHA on to coordinate the delivery of the security services, and includes his/her designee.

Unarmed: Guard/Officer who does not carry a Firearm while performing assigned duties as a contract security guard for KCHA.

B. Security Guard Service Contractor Staffing Requirements at KCHA Central Office & Other Locations

1. For daytime security operations at Central Office (600 & 700 Andover Park West), Guard/Officer coverage will be needed Monday-Friday from 7:30 am to 5:30 pm (PST). Three Guard/Officers will be stationed at Central Office: (1) stationary Guard/Officer at 600 Andover Park West, (1) stationary Guard/Officer at 700 Andover Park West, and (1) roving Officer/Guard between both buildings and the parking lot. The roving guard will also provide relief/break coverage to the 2 static guards as needed. A fully marked security patrol vehicle will be needed at Central Office and will be parked in the west parking lot of 700 Andover Park West for deterrence.
2. Evening security coverage at Central Office will be needed seven days a week from 7:30 pm to 5:30 am. Evening patrol includes conducting a perimeter sweep of both 600 and 700 Andover Park West. A perimeter sweep consists of checking exterior doors to ensure they are secured, locate suspicious people on the premises and/or vehicles parked in the parking lot. Check surrounding areas to include exterior break areas, garbage dumpster area, three bike storage spaces, fleet/maintenance yard, etc. for loitering and/or transient activities.
3. At various KCHA properties, daytime and evening security coverage will be needed. The Guard/Officer will enforce site rules, procedures, and directives while also notifying KCHA personnel and reporting certain incidents to local law enforcement.
4. **Daytime security patrol** - The Guard/Officer will maintain high visibility while on KCHA premises conducting vehicular patrol throughout the site and/or foot patrol of interior/exterior buildings or other areas requested by property management. Duties may also include parking enforcement, which includes notifying KCHA management staff and/or a private tow company to impound unauthorized vehicles. The Guard/Officer will also actively engage with unauthorized persons and conduct trespasser removal if necessary.
5. **Evening security patrol** - The Guard/Officer will conduct perimeter checks around buildings ensuring they are secure. This includes checking all doors and windows at KCHA management offices and maintenance buildings. They will make reasonable efforts to discourage unauthorized persons and trespassers from the premise. The Guard/Officer will also conduct parking patrols and enforcing parking violations on KCHA premises.
6. Services may be required at other KCHA locations and/or times on an as-needed basis ("Additional Services") at Additional Service Locations. The contractor shall have the ability to provide a Guard/Officer to any designated KCHA within two hours from the time KCHA makes the request. Any such Additional Services will be compensated in accordance with the Contract.
7. If a Guard/Officer is unable to report to duty as scheduled, the contractor shall immediately provide a Replacement Guard/Officer to begin at the designated scheduled time. The contractor shall have a reasonable number of Replacement Guard/Officers available on a daily basis to fill-in as often as needed and shall inform the designated KCHA representative for the service location when a Replacement Guard/Officer is deployed, except when the deployment is made at KCHA's request.
8. If the contractor fails to have a Guard/Officer on duty at the KCHA's specified work facility at the scheduled time for three or more occurrences during a 6-month period, KCHA may, at its discretion, cancel the contract due to non-performance.

C. Security Guard Service Contractor Monitoring and Reporting Requirements & Responsibilities:

1. The contractor is responsible for the management and delivery of all services including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. This also includes the responsibility for maintaining satisfactory standards of Guard/Officer' competency, conduct, appearance, reliability and integrity and prohibiting Guard/Officers neglect of official duties or engaging in prohibited activities, as set forth herein. The contractor will provide all uniforms, materials, equipment, and vehicles necessary to satisfactorily perform security service in accordance to this solicitation.
2. In addition to providing appropriately equipped and trained personnel, the contractor will complete background inspections according to KCHA's specified eligibility criteria. Drug testing shall be performed for each staff person on a semi-annual basis throughout the course of year.
3. Periodic quality control inspections shall be performed at each KCHA service location, which at a minimum include, inspection of equipment, uniforms, inspection of sign-in/out logs, inspection and availability of Post Orders, inspection of Guard/Officer credentials, and the effectiveness of Guard/Officer training. Inspection results shall be recorded and submitted to KCHA upon request.
4. A designated Supervisor who, in coordination with KCHA, will be assigned by the contractor to provide day-to-day directions concerning the delivery of security services and will serve as KCHA's primary contact person. A written notice shall be immediately provided to KCHA's designated representative if there are any changes to the designated Supervisor. The Supervisor is responsible for supervising its Guard/Officers during all hours of service, in accordance with security industry standards and efficient management practices. The Supervisor will also shall maintain satisfactory standards of competency, conduct, appearance, and integrity for its Guard/Officers who provide Services to KCHA.
5. The Supervisor shall perform periodic, unannounced inspections to observe the performance of each shift and the work habits of each Guard/Officer. The inspection shall take into consideration the appearance of the Guard/Officer, if the Post Orders are posted and are being followed, and if the Guard/Officer has received the proper training. A written summary of the inspection results shall be prepared, maintained, and submitted to KCHA upon request.
6. The Supervisor is responsible for the collection and maintenance of all Daily Activity Reports, Incident Reports, and Sign-In Sheets. The Supervisor shall ensure the following written reports are made, using forms approved by KCHA where indicated. The awarded security guard services contractor shall submit their Daily Activity Report, Incident Reports, and Sign-In Sheets template to KCHA for its approval and shall make requested changes to the template as needed. The awarded security guard services contractor shall maintain copies of the following reports for a minimum of three years. Records shall be organized by date and copies shall be made available to KCHA upon request.
7. The contractor shall coordinate with KCHA to develop, implement and update as necessary, Post Orders or other special instructions concerning matters related to the operation, protection and/or security of assigned areas, including related training for assigned Guard/Officers.
8. The contractor shall provide contact names, direct phones numbers for persons to be contacted in the event of an emergency or unresolved issue and shall identify the order of escalation to be contacted. A written notice shall be immediately provided to KCHA's designated representative if there are any changes to the contact information.
9. The designated Supervisor shall coordinate with KCHA to schedule and conduct periodic meetings to discuss contract performance.

10. The contractor shall deploy Replacement Guard/Officers as needed to ensure that each assignment and Post Order is performed as required. KCHA shall be notified of the commencement of the work shift in the event a Guard/ Officer will be delayed. A Replacement Guard/Officer shall be dispatched if the delay is expected to exceed two hours. If the Supervisor is absent, a replacement Supervisor that is competent and has been given KCHA to carry out the duties of the Supervisor.
11. The contractor shall ensure Guard/Officers receive all requisite trainings, including those identified below:
 - a. Use of force
 - b. Enforcement of client rules
 - c. Reporting of crimes
 - d. Incident reporting
 - e. Towing of vehicles
 - f. Authorized self-defense weapons (including mace/batons) and other related equipment
 - g. Radio procedures
 - h. Patrol procedures (foot patrol, vehicular roves)
 - i. Post orders and assignments
 - j. First aid training (includes CPR and AED)
 - k. Sexual harassment policy
 - l. Search and seizure

D. Minimum Guard/Officer Standards and Requirements

1. Guard/Officer must be at least eighteen (18) years of age.
2. Guard/Officer must possess a valid and current security guard license in the State of Washington.
3. Guard/Officer must possess a valid Washington state motor vehicle driver's license.
4. Guard/Officer must be fluent in English and be able to communicate, understand, and carry out oral and written directions, think and act quickly and effectively in emergencies, write accurate and clear reports, and monitor environmental and electronic security systems. Although not a mandatory requirement, bilingual Guard/Officer is helpful.
5. Guard/Officer must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others and behave in a professional and respectful manner at all times.
6. Guard/Officer must be mentally alert and capable of exercising good judgment and recognizing and responding appropriately to a variety of situations. Guard/Officers must be in good physical condition, fully capable of performing work requiring moderate to arduous physical exertion.
7. Guard/Officer must have satisfactory background investigation results, as performed by the awarded security guard services contractor and at their expense. This investigation will be conducted to detect: (1) characteristics; (2) abilities; and (3) past performances. As a minimum, there will be a criminal history search, drug screening, validation of prior

employment, and validation of motor vehicle driver's license. The investigation will be performed in accordance with state and federal statutory requirements, and shall be performed not less frequently than annually. KCHA reserves the right to reject anyone for any or no reason based on findings of the background investigation.

8. Guard/Officer may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial.

E. Guard/Officer Responsibilities

The following are the services that the Guard/Officers are expected to perform at all KCHA locations. KCHA and/or its designated representatives will provide training relative to these duties, where appropriate. Requirements described in this section may be superseded by Post Orders; in the event of conflict between any requirement specified in this document and any KCHA-approved Post Orders, the requirements of the Post Order will prevail.

1. Greet people with dignity, respect, and have the willingness to assist KCHA staff, residents, and visitors.
2. Guard/Officers shall perform all assigned tasks in accordance with Post Orders
3. Guard/Officers shall provide foot and/or vehicular patrol of the premises and parking areas of the service location, or as otherwise designated in the Post Orders. Guard/Officers during foot and/or vehicular patrols will circulate throughout KCHA buildings and property to maintain an orderly atmosphere and perform related duties as required including protecting KCHA materials, equipment, residents, the public, and premises.
4. During a patrol detail and whenever a Guard/Officer finds any potentially hazardous conditions and/or items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces or any other unsafe condition, the Guard/Officer shall immediately report (verbally) the condition to the designated KCHA authorized representative. The findings shall thereafter be documented on the Daily Activity Report maintained for the service location.
5. Guard/Officers shall observe persons on KCHA property for compliance with posted rules and regulations and shall ensure proper removal of unauthorized persons.
6. Guards/Officers will not be confrontational and will attempt to use de-escalation techniques if and when possible with KCHA visitors, guests, and/or residents. If necessary, the Guard/Officer shall call 911 and request for police assistance.
7. Guard/Officers shall respond to a perceived emergency that poses an imminent and serious danger to the health and safety of any person by immediately notifying the appropriate emergency response authorities and then, as soon as feasible, the Guard/Officer shall report the emergency to the designated KCHA representative. Guard/Officers shall attend and assist KCHA with notifications, evacuations, and incident control measures during the emergency incident. All Guard/Officers who participated in the emergency response shall document the incident in the Daily Activity Report and/or Incident Report KCHA provided for that purpose.

8. Guard/Officers shall enforce building entry procedures, including employee and visitor screening.
9. Guard/Officers will not provide information about any KCHA staff or residents to any guest, with the exception to the rule is with emergency personnel (i.e. police, fire department, and ambulatory services).
10. Guard/Officers reporting for duty at KCHA will be provided a site orientation tour and familiarization of Post Orders, sign-in protocol, etc. Guard/Officers will also stay updated on current KCHA security matters and/or active threats.
11. Guard/Officers shall complete a daily sign-In sheet that documents the on and off-duty times in addition to a Daily Activity Report that documents all activities performed during their shift.
12. Guard/Officers are primarily responsible for ensuring building ingress and egress points and common areas such as laundry rooms, community rooms and restrooms at certain service locations are secured, according to Post Orders.
13. Guard/Officers will report to the designated KCHA location on time and remain on duty until the end of the shift or until properly relieved.
14. Guard/Officers will work with KCHA property management staff to assist with investigations pertaining to tenant evictions and lease enforcement.
15. Guard/Officer will be required to complete a detailed activity report and delivered to KCHA representative upon request. Reports shall include date, time, location, detailed narrative of the incident, and photos to support. The report shall also address and list any safety or other related issues observed by the Guard/Officer to both the contractor and KCHA.
16. Guard/Officers shall monitor and operate building protection devices and security equipment, which may include computer controlled access and closed circuit television (CCTV) systems. Methods and procedures are unique to each service location. Guard/Officers shall promptly and appropriately respond to system alarms and shall immediately notify the designated authorized KCHA representative if the system is malfunctioning or otherwise not operating correctly.
17. Guard/Officers assigned to a KCHA must be accessible by KCHA employees via mobile phones at all times during their work shifts. Guard/Officers must be able to report all emergencies to KCHA and/or emergency personnel immediately upon their occurrence.
18. Guard/Officers shall accompany KCHA employees as security escort or provide security presence as the employee completes their duties such as after-hours maintenance calls, serving notice to tenants, or walking to/from their vehicles, upon request.
19. KCHA may occasionally be the subject of media attention and events. All requests for statements from news media personnel regarding KCHA or any of its policies or personnel shall be referred to the designated KCHA authorized representative.

F. Guard/Officer Required Training

1. The contractor is responsible for ensuring that each Guard/Officer is provided training by the before beginning regularly assigned duties.
2. Initial training shall include the importance of the Guard/Officer's appearance, attitude and general demeanor, as well as applicable Post Orders, areas of responsibility for the assigned post/shift, and applicable KCHA security policies and procedures.

3. Training will also include KCHA Post Orders and ensuring that the Guard/Officers understand and perform their Post Order responsibilities at each respective KCHA locations. Guard/Officers may be required to participate in scheduled joint trainings with KCHA safety and security teams.

G. Guard/Officer Uniform and Equipment

1. The requirements set forth in this part apply to all Guard/Officers assigned to KCHA under this contract. All Guard/Officers regularly assigned to KCHA shall be dressed in identical uniforms of a professional appearance and quality. At a minimum, a uniform shall consist of a shirt, trousers (skirts are optional for female employees), cap, and jacket that provides protection from inclement weather. The uniform shirt shall be adorned with a patch (no larger than 4-1/2 inches by 4-1/2 inches) on both shoulders that identifies security guard service contractor. A similar, smaller identification patch shall be affixed to the cap.
2. Each Guard/Officer shall also have a name tag and/or identification badge, which shall be visible at all times. A complete uniform, including a sample name tag/identification badge shall be submitted to KCHA for approval prior to contract execution.
3. At all times, a Guard/Officer's uniform shall fit well, be clean, neat, and well pressed, and present a favorable public image. The contractor shall provide Guard/Officers with a sufficient number of uniforms so as to ensure their attire is neat and presentable daily. Worn and/or ill-fitting uniforms shall be replaced by the contractor. All Guard/Officers regularly assigned to KCHA shall be in uniform before reporting to work.
4. KCHA reserves the right to reject for duty an improperly attired Guard/Officer who is attired in a worn or ill-fitted uniform. The contractor shall immediately provide a Replacement Guard/Officer for the rejected Guard/Officer.
5. All Guard/Officers regularly assigned to KCHA shall carry the following equipment on their person while on duty:
 - a. Two-way radio to maintain contact with other Guard/Officers and/or KCHA representatives
 - b. Cell phone to maintain contact with the Supervisor
 - c. Flash light
 - d. Notepad and pen
 - e. Identification badge

H. Guard/Officer Code of Conduct

While on-duty at KCHA locations, Guard/Officers are required to conduct themselves in a professional manner. Examples of prohibited conduct include, but are not limited to, the following:

1. Sleeping on duty
2. Unreasonable delays or failures to carry out assigned duties
3. Conducting personal affairs during duty hours
4. Using post telephones or laptop computers for personal use
5. Refusing to render assistance or cooperate in upholding the integrity of the work site security
6. Using abusive or offensive language, quarreling, intimidation by words, actions, or fighting

7. Fraternalizing with Tenants, residents and/or employees at the service location
8. Flirting or using sexually suggestive language or acting in a discriminatory or harassing manner
9. Engaging in disruptive activities that interfere with normal and efficient business operations or the operation of others employed at the Service Location
10. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances while on duty
11. Smoking, except in areas designated for that purpose
12. Entering a Tenant's or Resident's unit for leisure during work hours
13. Discussing duty assignments and sensitive security information with anyone who does not have an official need to know
14. Participating in disruptive activities that interfere with normal and efficient KCHA operations
15. Falsifying or unlawfully concealing, removing, mutilating or destroying any official documents or records or concealment of material facts by willful omission from official documents or records
16. Unauthorized use of KCHA property, theft, vandalism, or immoral conduct
17. Unethical or improper use of official KCHA or credentials
18. Displaying official credentials with the intent to obtain a benefit, harm another or knowingly perform an act constituting an abuse of KCHA.

I. KCHA's Right to Refuse/Reject Assigned Guard/Officers

KCHA reserves the right to direct the contractor to remove a Guard/Officer from a service location for failure to satisfactorily comply with this Scope of Work and Post Orders. The contractor shall immediately provide a Replacement Guard/Officer and shall maintain continuity of services at no additional cost to KCHA.

J. Billing Rates & Holidays

1. Standard Shifts - Regular day, swing, graveyard and weekend shifts shall be billed at the contract standard hourly rate for the service location.
2. Overtime Billing Rates – Guard/Officers required to work longer than an eight- hour shift or more than 40 hours in one work week shall be compensated at the contract overtime rate for the service location. The contractor must obtain prior written approval from the designated KCHA representative for the service location prior to performing any services that would qualify for compensation as overtime.
3. Rates for Additional Services - Rates for additional services shall be billed at the rates stated in the contract.
4. Holidays - The contractor shall provide security service for additional hours to include 8:00 am to 4:00 pm for the following Holidays: ***New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.*** The CEO/Executive Director of KCHA may approve additional days, not listed above in Holidays listing, during certain holidays throughout the year, of which additional coverage will be required. KCHA will notify the

contractor of such approval as soon as the decision is communicated. The awarded security guard services contractor will provide these services only upon approval from KCHA management.

Exhibit A

Below is KCHA's property locations with current guard services, shift/times, day/night patrols, and number of guards per shift. KCHA reserves the right to designate alternate or additional locations under any contract awarded.

Property Name	Street Address	City	Shift –Time	Current Guard Service?	Day/Night Patrols	# of Guards per shift
Avondale House	11629 Avondale Road N.E.	Redmond, WA				
Abbey Ridge	3035 S. 204th St.	SeaTac, WA				
Alpine Ridge	14469 Simonds Road NE	Kirkland, WA				
Arbor Heights	135 SW 116th Street	Burien, WA				
Argyle Apartments	2517 South 316th Lane	Federal Way, WA				
Aspen Ridge	12601 68th Ave S.	Seattle, WA				
Auburn Square	3740 "H" Street	Auburn, WA				
Avondale Manor	17107 N.E. 80th St.	Redmond, WA				
Ballinger Commons	2405 N 202nd Pl.	Shoreline, WA				
Ballinger Homes	2200 NE 201st Pl.	Shoreline, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Bellepark East	16203 NE 13th ST	Bellevue, WA				
Bellevue Houses	* 8 locations, see below	Bellevue, WA				
Bellevue Manor	143 Bellevue Way S.E.	Bellevue, WA				
Bellewood Building	16307 N.E. 83rd St.	Redmond, WA				
Birch Creek	27360 129th Place S.E.	Kent, WA	7:00 am to 5:00 pm, 8:00 pm to 6:00 am, daily	Yes	Day/Night	2
Boulevard Manor	12039 Roseberg Ave. S.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Briarwood	18026 Midvale Ave. N.	Shoreline, WA				
Brittany Park	18265 First Ave. S.	Normandy Park, WA				
Brookside	7644 N.E. Bothell Way	Kenmore, WA				
Burien Park	500 S.W. 148th St.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Day	1
Burien Vet's House	1020 S.W. 130th St.	Burien, WA				
Burndale Homes	930 18th Place N.E.	Auburn, WA				
Campus Court I	24510 26th Place S.	Des Moines, WA				
Campus Court II	716 Third Ave. S.	Kent, WA				
Campus Green	511 S. 325th St.	Federal Way, WA				

Carriage House	3602 South 180th Street	Seatac, WA				
Carrington	2501 148th Ave SE	Bellevue, Bellevue				
Casa Juanita	9821 N.E. 122nd St.	Kirkland, WA				
Casa Madrona	3948 Martin Way E.	Olympia, WA	7 pm to 4 am, daily	Yes	Night	1
Cascade	20402 106th Ave. S.E., #N-104	Kent, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Cascadian	15517 NE 12th Street	Bellevue, WA				
Cedar Grove	802 Bingham Pl.	Sedro-Woolley, WA				
Cedarwood	14415 123rd Lane N.E.	Kirkland, WA				
Central Office	600/700 Andover Pk W.	Tukwila, WA	7:30 am to 5:30 pm 8:00 pm to 6:00 am, daily	Yes	Day/Night	3
College Place	1249 145th Pl. S.E.	Bellevue, WA				
Colonial Gardens	15001 15th Ave NE	Shoreline, WA				
Corinthian	3039 S. 154th St.	Seatac, WA				
Cottonwood	25934 25th Lane S	Kent, WA				
Cove East	33030 1st Ave. S	Federal Way, WA				
Eastbridge	9839 8th Ave SW	Seattle, WA				
Eastridge House	120 W. Sunset Way	Issaquah, WA				
Eastside Terrace	704 147th Pl. N.E.	Bellevue, WA				
Echo Cove	19428 Aurora Ave. N.	Shoreline, WA				
Emerson	11010 NE 124th Lane	Kirkland, WA				
Evergreen Court	33014 19th Lane S.	Federal Way, WA				
Fairwind	11215 5th Ave. S.W.	Burien, WA				
Fairwood	14300 SE 171st Way	Renton, WA				
Federal Way Duplexes	29211-29221 18th Ave. S.	Federal Way, WA				
Federal Way Houses	* 3 locations, see below	Federal Way, WA				
Firwood Circle	313 37th St. S.E.	Auburn, WA				
Forest Glen	8610 164th Ave. N.E.	Redmond, WA				
Forest Grove	8350 167th Ave. N.E.	Redmond, WA				
Friendly Village	18425 NE 95 th St	Redmond, WA				
Gilman Square	360 NW Dogwood Street	Issaquah, WA				
Glennview Heights	10405 S.E. 172nd St.	Renton, WA				
Green Leaf	16718 Juanita Dr. N.E.	Kenmore, WA				
Green River Homes	1103 Ninth St. S.E.	Auburn, WA				
Greenbridge	9839 Eighth Ave. S.W.	Seattle, WA	8:00 pm to 6:00 am, daily	Yes	Day/Night	1
Gustaves Manor	107 W. Main St.	Auburn, WA				
Hampton Green	4747 148th Ave NE	Bellevue, WA				
Harbour Villa	7217 N.E. 175th St.	Kenmore, WA				

Harrison House	615 W. Harrison St.	Kent, WA				
Heritage Park	9834 Northeast 190th Street	Bothell, WA				
Hidden Village	14508 S.E. 24th St.	Bellevue, WA				
Highland Village	14588 NE 7th Place #100	Bellevue, WA				
Hillsview	830 Township St.	Sedro-Woolley, WA				
Holt House	4030 1/2 S. 146th St.	Tukwila, WA				
Houghton	6705-6711 106th Ave. N.E.	Kirkland, WA				
House on 102nd	520 S.W. 102nd St.	Burien, WA				
Illahee	14049 Bel-Red Rd #2	Bellevue, WA				
Island Crest	3030 81st Pl. S.E.	Mercer Island, WA				
Juanita Court	9926 N.E. 126th St.	Kirkland, WA				
Juanita Trace	13137 107th Pl. N.E.	Kirkland, WA				
Juanita View	11800 101st Place NE	Kirkland, WA				
Kendall Ridge	15301 NE 20th Street	Bellevue, WA				
King's Court	S. 333rd St. & 22nd Ln S.	Federal Way, WA				
Kirkland Heights	13310 NE 133rd Street	Kirkland, WA				
Kirkland Place	419-421 Seventh Ave.	Kirkland, WA				
Kirkwood Terrace	11925 N.E. 81st Circle	Redmond, WA				
Lake House	1313 N. 200th St.	Shoreline, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Landmark	16330 NE 11th St.	Bellevue, WA				
Laurelwood	29505 21st Avenue So.	Federal Way, WA				
Mardi Gras	24009 104th Ave. S.E.	Kent, WA	8:00 pm to 6:00 am, daily	Yes	Day/Night	1
Meadowbrook	1408 NW Richmond Beach Rd	Shoreline, WA				
Meadows on Lea Hill	12505 SE 312th St	Auburn, WA				
Munro Manor	630 S. 152nd St.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Newport	12646 S.E. 42nd St.	Bellevue, WA				
Newporter	5900 - 119th Avenue SE	Bellevue, WA				
Nia	9935 Eighth Ave. S.W.	Seattle, WA				
Nia Apartments	9835 8th Ave SW	Seattle, WA				
Nike Manor	624 L Place S.E.	Auburn, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Northlake House	18219 96th Ave. N.E.	Bothell, WA				
Northridge I	1540 N.E. 177th St.	Shoreline, WA				
Northridge II	1530 N.E. 177th St.	Shoreline, WA				
Northwood	18128 73rd Ave. N.E.	Kenmore, WA				
Northwood Square	529 8th St. N.E.	Auburn, WA				
Pacific Court	4028 S. 146th St.	Tukwila, WA				

Paramount House	1750 N.E. 145th St.	Shoreline, WA				
Park Royal	18417 96th Ave. N.E.	Bothell, WA				
Parkway	3970 W. Lake Samm. Pkwy N.E.	Redmond, WA				
Parkwood	26435 - 104th Avenue SE	Kent, WA				
Patricia Harris Manor	16304 N.E. 81st St.	Redmond, WA				
Peppertree	19926 Ballinger Way N.E.	Shoreline, WA				
Pickering Court	7800 Pickering Ct. S.E.	Snoqualmie, WA				
Pinewood Village	14911 NE 1st Place	Bellevue, WA				
Plaza 17	1001 17th St. S.E.	Auburn, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Rainier View	32631 1st Ave	Black Diamond, WA				
Rainier View I	2745 Warner Ave W	Enumclaw, WA				
Rainier View II	2649 Warner Ave W	Enumclaw, WA				
Riverstone	27314 24th Ave S.	Federal Way, WA				
Riverton Terrace	14440 41st Ave. S.	Tukwila, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Salish Place	23641 20th Ave S	Des Moines, WA				
Salmon Creek	9839 8th Ave SW	Seattle, WA				
Sandpiper East	1312 39th Ave NE	Bellevue, Bellevue				
Seola Crossing	9839 8th Ave SW	Seattle, WA				
Seola Gardens	11215 5th Ave. S.W.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Day/Night	1
Shadrach	18015 63rd Ave. N.E.	Kenmore, WA				
Shelcor	503 Fourth Ave. S.	Kent, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Shoreham	22815 30th Ave. S.	Des Moines, WA				
Si View	424 Healy Ave. South #100	North Bend, WA				
Sixth Place Apts	9839 8th Ave SW	Seattle, WA				
Slater Park	18015 63rd Ave. N.E.	Kirkland, WA				
Somerset Gardens	14500 & 14700 NE 29th Pl.	Bellevue, WA				
Southridge House	30838 14th Ave. S.	Federal Way, WA				
Southwood Square	26224 106th Place SE	Kent, WA				
Spiritwood Manor	1424 148th Ave. S.E.	Bellevue, WA				
Spiritwood Manor	1424 148th Ave. SE	Bellevue, WA				
Sunnydale	15035 8th Ave. S.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Surrey Downs	13035 SE 26th Street	Bellevue, WA				
Tall Cedars	401 - 37th Ave SE	Auburn, WA				
Timberwood	3809 148th Ave. NE	Bellevue, WA				
Valley Park	624 L Place S.E.	Auburn, WA				

Valli Kee	23401 104th Ave. S.E.	Kent, WA	8:00 pm to 6:00 am, daily	Yes	Day	1
Vantage Glen	18100 - 107th PL SE	Renton, WA				
Vantage Point	17901 105th Pl. S.E.	Renton, WA				
Vantage Point	17901 105th Place, SE	SE, Renton, WA				
Vashon Terrace	17206 97th Place SE	Vashon Island, WA				
Victorian Woods	22418 30th Ave. S.	Des Moines, WA				
Village at Overlake	2580 152nd Avenue Northeast	Redmond, WA				
Villages at S. Station	3724 South 154th Lane	Tukwila, WA				
Vista Heights	18415 108th Ave. S.E.	Renton, WA				
Walnut Park	24817 - 112th Avenue SE	Kent, WA				
Wayland Arms	307 S. Division St.	Auburn, WA				
Wells Wood	18100 142nd Ave. N.E.	Woodinville, WA				
Westminster Manor	14701 Dayton Ave. N.	Shoreline, WA				
Windsor Heights	17229 32nd Avenue South	SeaTac, WA				
Wonderland Estates	14645 SE Renton-Maple Valley Rd	Renton, WA				
Woodcreek Lane	18105 142nd Ave. N.E.	Woodinville, WA				
Woodland North	3611 N.E. 155th, Lake Forest Pk.	Lake Forest Pk, WA				
Woodridge Park	12400 28th Avenue South	Burien, WA				
Woodside East	16240 NE 14th Street	Bellevue, WA				
Yardley Arms	1000 S.W. 130th St.	Burien, WA	8:00 pm to 6:00 am, daily	Yes	Night	1
Young's Lake	18923 115th Lane S.E.	Renton, WA				
Zephyr	11215 5th Ave. S.W.	Burien, WA				

*Bellevue Houses

Bellevue House 1	2822 107th Ave NE	Bellevue, WA	98004			
Bellevue House 2	1333 164th Place NE	Bellevue, WA	98006			
Bellevue House 3	928 164th Ave SE	Bellevue, WA	98006			
Bellevue House 4	15611 SE 11th Street	Bellevue, WA	98006			
Bellevue House 5	3857 136th Ave SE	Bellevue, WA	98006			
Bellevue House 6	3818 140th Ave SE	Bellevue, WA	98006			
Bellevue House 7	14505 SE 14th St	Bellevue, WA	98007			
Bellevue House 8	15403 SE Newport Way	Bellevue, WA	98006			

SECTION IV: Evaluation Criteria

A. Scoring

All responses to this RFP that are received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below:

- 1) 25 Points-Experience and professional qualifications of assigned personnel in carryout the requirements listed in the Scope of Work
- 2) 15 Points-Fee Structure and billing
- 3) 10 Points-HUD Section 3 considerations (see below)
- 4) 10 Points-Interview:

KCHA reserves the option to interview only those contractors that score highest based on the first three criteria listed directly above. KCHA also reserves the right to adjust the score of the first criteria directly above based on the results of the interview.

Up to 15 points will be awarded to contractors that meet the Section 3 business categories referenced in Exhibit C of this RFP. See Exhibit C and attached documents for Section 3 of the Housing and Urban Development Act of 1968 requirements, preference for Section 3 businesses, evaluation instructions and documentation requirements. Respondents who meet the Section 3 business categories must indicate in this proposal under which category they are qualified and are responsible for providing all documentation or other information which supports the respondent's declared category.

B. Reference Checks

Although no points will be explicitly assigned to this evaluation criterion, past performance on other projects will be used, among other considerations, to evaluate both the contractor(s) and the project team's capacity and capability to perform the requested services and to assess:

- The risk of poor performance or nonperformance
- How timely and thorough the contractor has been when performing past professional services
- The transparency and accuracy of billing

C. Contract Negotiations

The review panel will rate all Proposals according to the evaluation criteria set forth above. KCHA will commence negotiations with the highest-rated contractor on pricing, terms, and conditions of a professional services contract. KCHA reserves the right to modify the scope of work, expand or modify the terms and conditions specifically set forth in this RFP. In the event KCHA and the highest rated contractor cannot agree on contract terms and conditions acceptable to both parties, KCHA reserves the right, at its sole discretion, to enter into negotiations with the next highest ranked contractor and will be relieved of any obligation to negotiate with or contract for services with the highest ranked contractor.

Request for Proposals

Professional Security Guard/Officer Services

EXHIBIT B

FEE SCHEDULE

Contractors should keep in mind that KCHA reserves the right to negotiate the proposed rates. For this submission, contractors should include a two-year projection of rates, with the understanding that rates after the second year may be re-negotiated.

Be as complete and specific as possible. Fill in each category; blanks will be assumed to equal \$0.00. Where \$0.00, state so; if included in standard hourly rate, state so.

HOURLY RATES:

Guard/Officer (stationary): \$ _____
Guard/Officer (mobile): \$ _____
Supervisor: \$ _____
Vehicle: \$ _____
Other: \$ _____
Other: \$ _____

OVERTIME HOURLY RATES:

Guard/Officer (stationary): \$ _____
Guard/Officer (mobile): \$ _____
Supervisor: \$ _____
Vehicle: \$ _____
Other: \$ _____
Other: \$ _____

EXHIBIT C

SECTION 3 CERTIFICATION AND INFORMATION

SECTION 3 CLAUSE

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) as implemented by HUD under 24 CFR Part 75 (collectively, the "Section 3 Regulations"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants.
- B. The parties to this contract agree to comply with Section 3 Regulations. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Section 3 Regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3 Regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 Regulations.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled; (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.
- F. Noncompliance with HUD's Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Section 3 Employment and Training. Without limiting Contractor's obligation to comply with Section 3 Regulations, the Contractor specifically agrees to use best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

1. To residents of the KCHA development where the work is being performed;
2. To residents of other KCHA developments or for residents of Section 8–assisted housing managed by KCHA;
3. To participants in YouthBuild programs; and
4. To low- and very low-income persons residing within the Puget Sound Region.

H. Section 3 Contracting. Without limiting Contractor’s obligation to comply with Section 3 Regulations, Contractor specifically agrees to use best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

1. To Section 3 business concerns that provide economic opportunities for KCHA residents of the development where the work is being performed;
2. To Section 3 business concerns that provide economic opportunities for KCHA residents of other KCHA developments or Section–8 assisted housing managed by KCHA;
3. To YouthBuild programs; and
4. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Puget Sound Region.

Section 3 - Business Certification Form
THIS FORM MUST BE SIGNED AND RETURNED

Project Name: _____
Company Name: _____
Address: _____
Contact Name: _____ Contact Title: _____
Contact Phone: _____ Contact Email: _____
Type of Trade or Business: _____
Current Number of Regular, Full Time Employees (Puget Sound Region): _____

1. Have over **75 percent** of the labor hours performed for your business over the prior three-month period been performed by Section 3 workers?

Yes No **If “yes” is checked, submit the section 3 Individual Certification form(s) for all the regular, full-time employees (Puget Sound Region).**

2. Is **51% or more** of your business owned and controlled by low- or very low-income persons (persons who earn 80% or less of the median income level for the past 12 months - see attached income guidelines)?

Yes No **If “yes” is checked, submit either the section 3 Individual Certification form(s) or the Section 3 Subcontractor Business Work Plan form.**

3. Does your business provide economic opportunities for KCHA residents at the site(s) where the work will take place?

Yes No **If “yes” is checked, please provide supporting documentation.**

4. Does your business provide economic opportunities for residents of other KCHA developments or Section-8 assisted housing managed by KCHA?

Yes No **If “yes” is checked, please provide supporting documentation.**

5. Does your business provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound Region)?

Yes No **If “yes” is checked, please provide supporting documentation.**

I certify, under penalty of perjury, that my company ___ Is ___ Is Not a Section 3 Business.

I further certify that, **if my company is awarded the bid, and needs to hire additional employees for the project**, we will carry out Section 3 hiring, training and subcontracting requirements to the best of our ability.

Signature	Name
Title	Date
Phone Number	Email Address

If you have more specific questions about Section 3 requirements, contact KCHA at section3@kcha.org.

Section 3 – 2023 Income Guidelines

Location	Income Limit 1 person		
	Extremely Low Income	Very Low Income	Low Income
Kitsap County (Bremerton, Silverdale)	\$22,900	\$38,150	\$61,000
King/ Snohomish Counties (Seattle, Bellevue, Everett)	\$28,800	\$47,950	\$70,650
Pierce County (Tacoma)	\$22,600	\$37,650	\$60,200
Skagit County (Sedro-Woolley)	\$19,150	\$31,900	\$51,050
Thurston County (Olympia, Tumwater)	\$21,550	\$35,900	\$57,400

Section 3 – Subcontractor Work Plan

RETURN THIS FORM WITH THE BID ***IF***:
CLAIMING **YES** TO QUESTION **3** or **4** on the SECTION 3 BUSINESS CERTIFICATION FORM

Project Name: _____

Company Name: _____

Address: _____

Contact Name: _____ Contact Title: _____

Contact Phone: _____ Contact Email: _____

SECTION 3 BUSINESS CONCERN			SUBCONTRACTED TASK(S)	SUBCONTRACT AMOUNT	% OF OVERALL CONTRACT
1.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
2.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
3.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				
4.	Subcontractor's Name:				
	Subcontractor's Address:				
	Subcontractor's Phone No.:				

TOTAL CONTRACT VALUE: _____ **TOTAL SUBCONTRACT VALUE:** _____

PERCENTAGE OF TOTAL BID: _____

For a list of Section 3 Certified Businesses, please go to:
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

SECTION 3 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

LOCAL RESIDENT HIRING AND CONTRACTING (SECTION 3) REQUIREMENTS:

The Owner's or King County Housing Authority's (KCHA) goal for this project is to participate in Section 3 activities by including efforts that will provide employment opportunities to Section 3 workers and contracting opportunities to Section 3 businesses. (Section 3 workers and Section 3 Businesses are defined below and in 24 CFR 75.)

The Contractor and its Subcontractors at all tiers for this specific contract will partner with the Owner to contribute to the Owner's overall "Section 3" goals, as described below.

Because local hiring and contracting requirements are defined under Section 3 of the Housing and Community Development Act of 1968, these requirements are commonly referred to as Section 3. The definitions and goals are defined in Sections A and B below. Section C describes the process. Section D discusses consequences of non-compliance with Section 3 goals and Section E describes some local hiring resources. For more information on the Owner's employment and training efforts, or compliance with Section 3, please email KCHA at section3@kcha.org.

A. Section 3 Definitions

For the purposes of this solicitation:

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. (See Pg. 4 of this section for HUD income limits)
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
2. "Targeted Section 3 worker" means a Section 3 worker who is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who 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 PHA that is providing the assistance; or
 - iii. A YouthBuild participant.
3. "Business concern" means a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.
4. "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.
5. The greatest extent feasible means:
 - a. Completing and submitting a Section 3 Work Plan to designated Owner staff prior to contract signing (template to be provided by the Owner).

- b. If contracting with Section 3 business concerns:
 - i. Placing qualified business enterprises on solicitation lists.
 - ii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of qualified Section 3 businesses.
 - iii. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and State and local governmental small business agencies to identify potential Section 3 businesses.
 - iv. Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources.
- c. If hiring Section 3 workers:
 - i. Post job opportunities for a mutually agreed upon length of time through the Owner’s employment agency service partners and at project site as appropriate.
 - ii. Conduct interviews with qualified Section 3 workers.
 - iii. Notify designated Owner (KCHA) staff of all new hires.
- d. For both: Complete Section 3 compliance and tracking paperwork as necessary.

B. Section 3 Goals

The Owner will require, to the greatest extent feasible, for the Contractor to demonstrate participation in the local hiring and contracting requirements as defined under Section 3 of the Housing and Community Development Act of 1968.

1. Bidders shall demonstrate compliance with the Section 3 goals by making a best faith effort to achieve the following benchmarks:
 - a. Twenty-five (25) percent or more of the total number of labor hours worked by all workers are Section 3 workers; and
 - b. Five (5) percent or more of the total number of labor hours worked by all workers are Targeted Section 3 workers.
2. The successful bidder and covered subcontractors shall direct their efforts to provide Section 3 employment opportunities to Section 3 workers in the following order of priority:
 - a. First Priority: Current residents of KCHA development(s) benefitting from project.
 - b. Second Priority: Other Owner public housing and Section 8 voucher- assisted residents.
 - c. Third Priority: Participants in HUD Youthbuild programs.
 - d. Fourth Priority: Other low- or very-low income individuals in the Housing Authorities metropolitan area (Puget Sound region) who are at or below the Area’s Low Income calculation.
3. The Contractor and covered subcontractors shall direct their efforts to award contracts to Section 3 business concerns in the following order of priority:
 - a. First Priority: To Section 3 business concern that provides economic opportunities for KCHA residents at the site(s) where the work will take place.
 - b. Second Priority: To Section 3 business concerns that provide economic opportunities for residents of other KCHA developments or Section–8 assisted housing managed by KCHA.
 - c. Third Priority: A subcontractor that is a HUD Youthbuild company.
 - d. Fourth Priority: To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound).
4. Sealed Bidding
In order for KCHA to meet or exceed its adopted goal that 3% of all non-construction

contracts and 10% of construction contracts paid in whole or in part with HUD funds be awarded to Section 3 businesses, KCHA may elect, on a contract-by-contract basis, to award a competitively bid contract to a responsible bidder other than the lowest responsive bidder by using the following procedure:

Bids shall be solicited from both Section 3 and non-Section 3 business concerns. KCHA may award the contract to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if:

- a. the specific project or KCHA as an agency is otherwise not expected to meet Section 3 utilization goals; and,
- b. the bid is within the maximum total contract price established in KCHA's budget for the specific project for which bids are being taken; and,
- c. the sources of funds for the project are such that there are no conflicts between this procedure and applicable state law; and,
- d. the bid is not more than five percent (5%) higher than the total bid price for the lowest responsive bid from any responsible, bidder.

If no responsive bid by a Section 3 business concern meets the requirements above, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

C. The Process

1. Contract is awarded to lowest responsible Bidder.
2. Section 3 orientation with Owner. Once the Notice of Intent to Award has been issued to the successful Bidder, Owner's staff will contact that Bidder and arrange for a meeting to discuss local hiring and contracting goals and strategies in greater detail. At this meeting, the Contractor will be provided a packet that will include a Section 3 overview, Section 3 certification form, and all Section 3 compliance and tracking forms that will be used throughout the contract.
3. Contractor reports on Section 3 activities monthly.

FOR CONTRACTS EXCEEDING \$500K ONLY:

4. Contractor submits Section 3 Work Plan, including hiring and subcontracting activities, prior to contract execution. Owner reviews and approves work plan prior to contract execution. Section 3 Work Plan shall be included in contract. Owner issues Notice to Proceed, providing all requirements are met.
5. Section 3 Work Plan implemented throughout the duration of contract.

D. Penalties for Non-compliance

Owner's commitment to this program is reflected in part by the cost of administering the program. Failure to make a good faith effort to the greatest extent feasible negates such funding and impairs the Owner's efforts to promote workforce diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, if awarded this contract, the parties will mutually agree that failure to meet the requirements, including but not limited to the submission of required documentation, constitutes a material breach of contract. In the event of such breach, Owner may take any or all of the actions as contained in the Contract Documents.

E. Local Hiring Resources:

Contact KCHA by email at section3@kcha.org to obtain a list of local hiring resources.

Section 3 – Labor Hours Benchmark Report - Instructions

Complete the Labor Hours Benchmark Status Report as indicated below and return the completed form ***along*** with the pay application(s) for the same period.

Return the Labor Hours Benchmark Status Report and pay application to:

King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

Attn: _____

Email: _____

REPORT LINES:

- 1) Name of the project as it appears on the Contract
- 2) Company Name
- 3) Name of the person filling out the Labor Hours Benchmark Status Report
- 4) Phone number of the person filling out the Labor Hours Benchmark Status Report
- 5) Email address of the person filling out the Labor Hours Benchmark Status Report
- 6) Contract number as it appears on the Contract
- 7) Contract Award date (date of Letter of Award)
- 8) Reporting Period – should be the same as the pay application period
- 9) Total hours worked by all workers on the project – this will be everyone that is listed on the certified payrolls during Reporting Period.
- 10) Total hours worked on the project by Section 3 workers during the Reporting Period.

A Section 3 worker is identified as:

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

These will be the workers identified as Section 3 employees upon the submittal of their Section 3 Individual Certification Form at the beginning of the project OR when they were brought onto the project. A copy of these forms should be available from your company's payroll office. Copies can also be obtained by submitting a request to section3@kcha.org. Please include your company's name, project name and contact information.

- 11) Total hours worked on the project by Targeted Section 3 workers during the Reporting Period.

A Targeted Section 3 worker is identified as:

- a. Employed by a Section 3 business concern; or
- b. Is a resident of public housing or Section 8 assisted housing; or
- c. Resides within one mile of the project site.

These workers will be identified as Targeted Section 3 employees upon the submittal of their Section 3 Individual Certification Form at the beginning of the project OR when they were brought onto the project. A copy of these forms should be available from your company's payroll office. Copies can also be obtained by submitting a request to section3@kcha.org. Please include your company's name, project name and contact information.

See sample scenarios on pgs. 3 & 4

Section 3 – Labor Hours Benchmark Report

GENERAL INFORMATION

- 1) PROJECT NAME: _____
- 2) COMPANY NAME: _____
- 3) CONTACT PERSON: _____
- 4) CONTACT PHONE NO.: _____
- 5) CONTACT EMAIL ADDRESS: _____
- 6) CONTRACT NO.: _____ 7) CONTRACT AWARD DATE: _____

SECTION 3 LABOR HOUR BENCHMARKS

- 8) REPORTING PERIOD: FROM: _____ TO: _____

The totals below are for YOUR COMPANY ONLY and JUST THOSE WORKERS WORKING ON THE PROJECT SITE.

- 9) **TOTAL LABOR HOURS FOR ALL WORKERS ON THE PROJECT DURING THE REPORTING PERIOD**
(onsite work crew): _____
- 10) **TOTAL LABOR HOURS FOR ALL SECTION 3 WORKERS ON THE PROJECT DURING THE**
REPORTING PERIOD (onsite work crew who self-certified as Section 3 Workers): _____
- 11) **TOTAL LABOR HOURS FOR ALL TARGETED SECTION 3 WORKERS ON THE PROJECT DURING**
THE REPORTING PERIOD (onsite work crew who self-certified as Targeted Section 3 Workers): _____

I certify that the information in this report is true and correct to the best of my knowledge:

SIGNATURE TITLE

PRINT NAME DATE

To be completed by KCHA Staff	
RECEIVED BY:	
_____ SIGNATURE	_____ TITLE
_____ PRINT NAME	_____ DATE

SCENARIO 1:

A crew of 5 none of whom self-certified as a Section 3 worker.

Reporting period is from June 1 to June 30, 2022.

The total hours that the crew worked on the project site during the reporting period totaled 1,000.

SECTION 3 LABOR HOUR BENCHMARKS

8) REPORTING PERIOD: FROM: 6-1-22 TO: 6-30-22

The totals below are for YOUR COMPANY ONLY and JUST THOSE WORKERS WORKING ON THE PROJECT SITE.

- 9) **TOTAL LABOR HOURS FOR ALL WORKERS ON THE PROJECT DURING THE REPORTING PERIOD**
(onsite work crew): 1000
- 10) **TOTAL LABOR HOURS FOR ALL SECTION 3 WORKERS ON THE PROJECT DURING THE**
REPORTING PERIOD (onsite work crew who self-certified as Section 3 Workers): 0
- 11) **TOTAL LABOR HOURS FOR ALL TARGETED SECTION 3 WORKERS ON THE PROJECT DURING**
THE REPORTING PERIOD (onsite work crew who self-certified as Targeted Section 3 Workers): 0
-

SCENARIO 2:

A crew of 5, two of whom self-certified as Section 3 workers.

Reporting period is from June 1 to June 30, 2022.

The total hours that the crew worked on the project site during the reporting period totaled 1,000.

The total hours of the two that self-certified as Section 3 workers during the reporting period totaled 80.

SECTION 3 LABOR HOUR BENCHMARKS

8) REPORTING PERIOD: FROM: 6-1-22 TO: 6-30-22

The totals below are for YOUR COMPANY ONLY and JUST THOSE WORKERS WORKING ON THE PROJECT SITE.

- 9) **TOTAL LABOR HOURS FOR ALL WORKERS ON THE PROJECT DURING THE REPORTING PERIOD**
(onsite work crew): 1000
- 10) **TOTAL LABOR HOURS FOR ALL SECTION 3 WORKERS ON THE PROJECT DURING THE**
REPORTING PERIOD (onsite work crew who self-certified as Section 3 Workers): 80
- 11) **TOTAL LABOR HOURS FOR ALL TARGETED SECTION 3 WORKERS ON THE PROJECT DURING**
THE REPORTING PERIOD (onsite work crew who self-certified as Targeted Section 3 Workers): 0
-

SCENARIO 3:

A crew of 5, one of whom self-certified as a Section 3 worker and the other as a Targeted Section 3 worker.

Reporting period is from June 1 to June 30.

The total hours that the crew worked on the project site during the reporting period totaled 1,000.

The total hours of the one that self-certified as a Section 3 worker during the reporting period totaled 40.

The total hours of the one that self-certified as a Targeted Section 3 worker during the reporting period totaled 40.

SECTION 3 LABOR HOUR BENCHMARKS

8) REPORTING PERIOD: FROM: 6-1-22 TO: 6-30-22

The totals below are for YOUR COMPANY ONLY and JUST THOSE WORKERS WORKING ON THE PROJECT SITE.

9) **TOTAL LABOR HOURS FOR ALL WORKERS ON THE PROJECT DURING THE REPORTING PERIOD**
(onsite work crew): 1000

10) **TOTAL LABOR HOURS FOR ALL SECTION 3 WORKERS ON THE PROJECT DURING THE**
REPORTING PERIOD (onsite work crew who self-certified as Section 3 Workers): 40

11) **TOTAL LABOR HOURS FOR ALL TARGETED SECTION 3 WORKERS ON THE PROJECT DURING**
THE REPORTING PERIOD (onsite work crew who self-certified as Targeted Section 3 Workers): 40

SCENARIO 4:

A crew of 5, (in this scenario, it does not matter if there are Section 3 workers or not)

Reporting period is from June 1 to June 30, 2022.

The total hours that the crew worked on the project during the reporting period totaled ZERO.

SECTION 3 LABOR HOUR BENCHMARKS

8) REPORTING PERIOD: FROM: 6-1-22 TO: 6-30-22

The totals below are for YOUR COMPANY ONLY and JUST THOSE WORKERS WORKING ON THE PROJECT SITE.

9) **TOTAL LABOR HOURS FOR ALL WORKERS ON THE PROJECT DURING THE REPORTING PERIOD**
(onsite work crew): 0

10) **TOTAL LABOR HOURS FOR ALL SECTION 3 WORKERS ON THE PROJECT DURING THE**
REPORTING PERIOD (onsite work crew who self-certified as Section 3 Workers): 0

11) **TOTAL LABOR HOURS FOR ALL TARGETED SECTION 3 WORKERS ON THE PROJECT DURING**
THE REPORTING PERIOD (onsite work crew who self-certified as Targeted Section 3 Workers): 0

YES, A LABOR HOUR BENCH MARK FORM HAS TO BE SUBMITTED EVEN IF NO WORK IS PERFORMED BUT THE GC/SUB (ALL TIERS) HAVE NOT FINISHED THE PROJECT.

EXHIBIT D

HUD FORM 5369-A

CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS-NON CONSTRUCTION

Please click on the link to open the form:

<https://portal.hud.gov/hudportal/documents/huddoc?id=5369-a.pdf>

EXHIBIT E

HUD FORM 5370-C

(Section I and II)

GENERAL CONTRACT CONDITIONS-NON CONSTRUCTION

Please click on the link to open the form:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>

To Replace above broken links:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C2.pdf>

EXHIBIT F

HUD FORM 50071

CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

Please click on the link to open:

<https://www.hud.gov/sites/documents/50071.PDF>

EXHIBIT G

HUD FORM SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES

Please click on the link to open the form:

https://www.hud.gov/sites/documents/DOC_11814.PDF