

CONSULTANT REGISTRATION FORM

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

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 4030

Employee Assistance Program

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION No. 4030)

for

Employee Assistance Program

TABLE OF CONTENTS

A. INTRODUCTION..... 1

B. SCOPE OF WORK 2

C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL 4

D. CONSULTANT EVALUATION CRITERIA..... 7

E. SUBMISSION REQUIREMENTS 8

F. SELECTION PROCESS 10

G. CONTRACT NEGOTIATIONS 10

H. ADMINISTRATIVE INFORMATION 11

ATTACHMENTS:

- Section 3 Business Certification**
- Section 3 Resident Employment Plan**
- Exhibit A - Hope VI Certifications and Assurances Form**

RFP Issued on:	Proposals Due:
Friday, July 31 , 2009	2:00 PM on Monday, August 24, 2009

Seattle Housing Authority

Request for Proposals (Solicitation No. 4030)

Employee Assistance Program

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking proposals from qualified service providers to assist SHA in providing employee assistance services for SHA employees to help them manage and resolve personal and employment difficulties in order to successfully perform their jobs. Difficulties include, but are not limited to, alcohol and drug dependency, financial or legal problems, job stress or burnout, anger management, family or child problems, domestic violence, interpersonal relations, and other life and employment situations.
- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 24,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

Our Mission

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

Our Values

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

SHA owns and operates approximately 5,400 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low- and mixed-income units developed and acquired primarily through the use of debt financing. Approximately 8,400 of the residents are children.

SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of NewHolly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor of Seattle and confirmed by the Seattle City Council. The Executive Director is appointed by, and reports to, the Board and is responsible for staff hiring and direction.

SHA has approximately 600 employees and a total budget of \$227 million for Calendar Year 2009. In addition to the housing SHA owns, it serves as General and Managing Partner for thirteen Low Income Housing Tax Credit limited partnerships.

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

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

B. SCOPE OF WORK

The selected Service Provider shall be asked to assist SHA in providing employee assistance services for SHA employees to help them manage and resolve personal and employment difficulties in order to successfully perform their jobs. Difficulties include, but are not limited to, alcohol and drug dependency, financial or legal problems, job stress or burnout, anger management, family or child problems, domestic violence, interpersonal relations, and other life and employment situations.

The selected Service Provider shall be asked to perform, but not necessarily be limited to, the following tasks:

1. Assist employees and/or families with work, personal or family concerns by providing professional and confidential Employee Assistance Program (EAP) services. This shall include 24-hour, seven (7) days per week professional crises-services access, available through immediate telephone consultation.
2. Ensure that new and long-term employees are fully acquainted with the professional and confidential EAP services available to them and their families through this program. This information should, at a minimum, include an informational brochure, access to the company website and other educational materials, such as newsletters, supervisor's manual/guide, and posters, plus any other additional materials deemed appropriate by the selected EAP Service Provider and provided at the selected firm's expense. Printed and electronic materials to be distributed to SHA employees must be reviewed by SHA before distribution.
3. Provide two (2) on-site training sessions per year to managers and supervisors, up to two (2) hours each, educating them on how to use EAP services to assist them in their role as a manager or as a supervisor.
4. Provide telephone counsel and support to managers and supervisors to assist them in working with their employees who are exhibiting inappropriate behavior in the workplace and/or whose work performance is below acceptable standards.

5. As requested by SHA, provide one (1) training program per quarter for SHA employees up to two (2) hours each, open for any employee to attend, on specific topics relating to life, work and wellness issues. Topics will be negotiated with SHA for the first year of the contract to result from this RFP. For each subsequent year that the contract is extended, the selected Service Provider must provide at least two (2) new topics each year. EAP training facilitators will have the flexibility to give presentations during any hour of the day at SHA worksites with or without Audio/Visual equipment (e.g. T.V., projector, PowerPoint).
6. Provide six (6) counseling sessions per issue per year, such as those indicated in the project description [Section A. 1.)] above, to SHA employees, their spouse, domestic partner, dependent children and anyone else living in the employee's household. When necessary and appropriate, provide assistance in identifying and transitioning to long-term treatment and/or providing referrals to community services.
7. The selected EAP Service Provider will ensure that providers available in the employee's health plan are among those recommended and that the employee knows which providers are most cost-effective to them.
8. Provide referral services, when necessary, for longer-term specialist counseling (e.g., marital, financial or other, as needed) at the employee's expense.
9. In addition to the counseling sessions described in Number 6 above, provide thirty (30) minutes of legal counseling and thirty (30) minutes of financial counseling, in person or by phone, per issue per year.
10. Provide four (4) additional counseling sessions for the employee and family members when the employee is being laid off or terminated by SHA. (These four (4) sessions are in addition to the six (6) sessions in Number 6 above.) These additional sessions are to be used within sixty days (60) of the employee's last day on SHA's payroll.
11. When appropriate, as a condition of an employee's continued employment with SHA and with the employee's written consent, the selected EAP Service Provider shall provide appropriate information to Human Resources to confirm the employee's continued involvement in required counseling or other required programs.
12. As requested by SHA, provide critical-incident debriefing, crisis-management training sessions and/or counseling to an employee and/or family member on an emergency on-call basis for immediate stressful traumatic incidents, and dangerous or life-threatening situations. The selected EAP Service Provider will respond promptly with professionally trained counselors to facilitate group meetings with individuals at the work site.
13. All counselors, including in-take counselors, providing services under the contract to result from this RFP shall be trained and certified/credentialed in the mental-health field, and screened to check criminal history, credentials, and licensing. SHA requires that the selected firm conduct, at a minimum, a Criminal Background Investigation with the Washington State Patrol for a background report on all of its mental-health professionals. (See Criminal Background Investigation provision in Section H. 12) of this RFP.)

14. Effectively serve and meet the needs of employees and/or family members from diverse cultures, ethnic backgrounds and nationalities, and for whom English is a second language.
15. Monitor and measure the quality of services provided to SHA's employees and their families.
16. Provide a quarterly report summarizing utilization data of the EAP program.
17. Assign an account representative who will be the single point of contact for SHA during the life of the contract to result from this RFP.
18. The selected EAP Service Provider shall comply with all applicable State and Federal laws and regulations under the contract to result from this RFP.

C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

Proposals should be limited to a total of 10 pages single-sided or five pages double-sided, in no smaller than 11 point font. Cover letter, resumes, Section 3 forms and other required attachments are not included in the page limitation. Proposers are responsible for checking SHA's website at <http://www.seattlehousing.org/business/consulting/requests/> prior to submission of a proposal to review and download any addenda issued.

Cost of Preparing Proposals: SHA will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations.

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

- Include a cover letter stating why you believe your firm or your firm, plus sub-consultants, is uniquely qualified to perform the breadth of potential services. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.
- Address each of the evaluation criteria below:

1. Experience providing EAP services. (Relates to Evaluation Criterion No. 1 in Section D. below)
(30 points)

- a) Describe the length of time your firm has been an EAP service provider, the types of employees or businesses served, and the number of businesses with which you have contracted to provide EAP services over the past five (5) years in the following service areas:
 - i) Life Issues: Aging, survivorship, familial abuse, suicide of family member, depression, financial or legal worries, marriage issues, child care, elder care, grief and loss, runaway child.
 - ii) Employment Issues: Communications, interpersonal relations, job stress/burnout, retirement, "bullying," conflict resolution, career development, hostile work environment; sexual, racial and other forms of harassment or discrimination; demotion, loss of job through lay-off or termination, crisis and/or emergency intervention and debriefing.

- iii) Personal Management: Stress, anger or money-management issues; gambling addiction, alcohol and drug dependency, depression, disability, wellness and major illness.
 - b) Describe how your firm would provide services to SHA employees (e.g., telephone consultation, intake process, in-person counseling), as well as the physical location of offices and service providers that your firm uses and would recommend to SHA employees, and accessibility to employees.
 - c) Describe how and within what timeframe your firm will respond to a critical incident on the job, such as a violent crime or other traumatic event that affects an employee(s).
 - d) Describe how your firm will assist an employee or family member who experiences a crisis at 2:30 A.M.
 - e) Describe how your firm will assist an employee whom your provider has determined is in need of long-term treatment. What assistance, guidance, and/or referrals would your firm provide for an employee in this circumstance?
 - f) What sources/resources does your firm utilize when an employee calls to ask for a referral to community resources and services?
- 2. Qualifications and relevant experience of the individuals in your firm who would be assigned to provide services for this project.** (Relates to Evaluation Criterion No. 2 in Section D. below.) **(30 points)**
- a) Describe the required background of the individuals who answer your firm's intake line, including the types of qualifications they hold, and for how many and which specific hours your firm's intake lines are answered by "live" intake professionals in a 24-hour day.
 - b) What are your minimum educational and credential requirements, and years of experience required for counselors, including intake-line counselors, providing services through your firm? Do you require State certification? Please provide CVs and resumes representative of individuals who are providing these services through your firm.
 - c) Describe the experience of your firm's counselors (both those who answer the intake line and who provide counseling services) in counseling employees from diverse cultures, ethnic backgrounds and nationalities, levels of education and levels of expertise in using the English language. How will your firm be able to serve an incoming call from an employee for whom English is a second language and whom your intake counselor cannot understand? Please provide an example of how your firm will respond when such a person is in crisis at 2:00 A.M.
 - d) Please describe the kind of screening you perform to check the criminal history, credentials, and licensing for your firm's mental-health providers, including those who provide services under contract to your firm. SHA requires that the selected firm conduct, at a minimum, a Criminal Background Investigation with the Washington State Patrol on all of its mental-health professionals.
 - e) Please show evidence of your firm's compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Consolidated Omnibus Budget Reconciliation Act (COBRA). Please provide copies of pertinent policies and procedures relating to these requirements.
 - e) Please give the title of the person who will be assigned to the overall administration of the contract to be issued under this RFP. SHA requires a single point of contact, an account representative, to be assigned to work with SHA on the administration of the Contract.

3. Customer satisfaction (e.g., SHA’s employees and their families). (Relates to Evaluation Criterion No. 3 in Section D. below.) **(15 points)**

Describe how your firm monitors and measures the quality of the services it provides. Specifically, how does your firm obtain feedback from customers (SHA’s employees and their families) on how successfully they feel they were helped by contacting the EAP? Please provide a sample(s) of the evaluation material(s) your firm uses to monitor and measure services provided.

4. Informational and educational printed materials. (Relates to Evaluation Criterion No. 4 in Section D. below.) **(5 points)**

Provide a sample brochure that would be provided to employees, describing EAP services to employees, as well as samples of other educational materials, such as newsletters, payroll stuffers, posters, supervisors’ manual/guide, or other related materials.

5. Utilization reports. (Relates to Evaluation Criterion No. 5 in Section D. below.) **(5 points)**

Describe what information your firm would include in a quarterly utilization report to SHA, the level of detail you would provide in the report, and any tabular data or summarization that would be provided. Please provide a sample of your utilization reports.

6. Proposed fees. (Relates to Evaluation Criterion No. 6 in Section D. below) **(15 points)**

1) Using the chart below, in the first row please provide a single per-capita (Per Employee Per Month, or PEPM) all-inclusive* annual fee for the aggregate of services listed under the Scope of Work above. Payments, based on the per-capita cost, multiplied by the number of employees on the payroll on the last business day of each quarter, will be made on a quarterly basis for all services listed under Scope of Work. (SHA’s current workforce is 600 employees.) Should the contract be extended beyond the first year, please provide a per-capita (PEPM) all-inclusive* annual fee for each of the following four years, understanding that each quarterly invoice may increase/decrease, based on the size of SHA’s workforce throughout the year.

2) In the second and third rows [items 2) and 3)], please indicate what your all-inclusive* fees will be for additional services provided beyond what would be provided in the Scope of Work, such as for employee and supervisor’s training, and additional counseling for employees, if requested. Please use the following table to provide these quotes for services, filling in the chart for all years:

Service	First Year	Second Year	Third Year	Fourth Year	Fifth Year
1) Services provided under Scope of Work: all-inclusive* per capita /per-year fee. (Show pricing as Per Employee Per Month (PEPM), for each of the possible five years of the Contract term)					
2) All-inclusive* hourly fee for additional counseling sessions beyond what would be provided under the Scope of Work.					
3) All-inclusive* fee for additional training sessions beyond what would be provided under the Scope of Work, per hour/portal to portal.					

* All-Inclusive Annual Fees include base salary, fringe benefits, overhead, reimbursable expenses and profit.

- Provide resumes for the key personnel named in your response.
- Include a list of at least three references for whom the firm or team members have performed similar work in the last five years. (Include agency or business name of client, contact person, address, telephone number and e-mail address if available.)

Proprietary Proposal Material:

Any records or materials submitted to SHA in response to this RFP becomes public records under Washington State law (see RCW Chapter 42.56, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>). Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (see RFW 42.56.540 and RCW Ch. 19.108); however, public disclosure exemptions are narrow and specific. Proposers are expected to be familiar with any potentially applicable exemptions, and the limits of those exemptions.

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

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

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

D. CONSULTANT EVALUATION CRITERIA

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

Service Providers are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be identified as such and included in a separate section of the proposal. In submitting a proposal,

the Service Provider and any subconsultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the proposal due date.

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

Evaluation Criteria - Qualifications		Weighting (Max. Points)
1	Experience providing EAP services. (See Section C above for a complete description of this Criterion.)	30
2	Qualifications and relevant experience of the individuals in your firm who would be assigned to provide services for this project. (See Section C above for a complete description of this Criterion.)	30
3	Customer satisfaction (e.g., SHA's employees and their families). (See Section C above for a complete description of this Criterion.)	15
4	Informational and educational printed materials. (See Section C above for a complete description of this Criterion.)	5
5	Utilization reports. (See Section C above for a complete description of this Criterion.)	5
TOTAL MAXIMUM TOTAL POINTS FOR QUALIFICATIONS		85

The following criterion with a point system of relative importance will be evaluated by using a Ratio of Cost process whereby the Proposer with the lowest price receives all the possible points, and all other Proposers receive a smaller number of points, based on the ratio of their price to the lowest price proposal. Points for Price/Rates will then be added to the Points Assigned for Qualifications by each evaluator.

Evaluation Criterion – Price/Rates		
6	Proposed fees. (See Section C above for a complete description of this Criterion.)	15
TOTAL MAXIMUM TOTAL POINTS FOR QUALIFICATIONS AND PRICE/RATES		100

E. SUBMISSION REQUIREMENTS

1) Due Date For Questions: Technical questions regarding substantive matters related to this RFP or requests for further information **must be submitted in writing no later 12:00 Noon on Wednesday, August 12, 2009 to Pam Montgomery, Sr. Contract Administrator, by e-mail at pmontgomery@seattlehousing.org.**

2) Due Date and Place For Submission of Proposals: Sealed Proposals must be received by the Seattle Housing Authority **no later than 2:00 PM on Monday, August 24, 2009** at the address indicated below:

Seattle Housing Authority
Attn: Pam Montgomery, Sr. Contract Administrator

Purchasing
120 Sixth Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

The deadline is firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.

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

Upon receipt of each Proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an acknowledgment of receipt. All Proposals received will become the property of the Seattle Housing Authority and will not be returned to the proposer.

- 3) **Submittal Size Limitation:** Responses to the RFP **shall not exceed 10 sides of 8½" x 11" sheets** (can use both sides of each sheet) in length, plus resumes of no more than two pages (total of two sides) each for each of the proposed members of your team.
- 4) **Required Number of Copies:** Proposers responding to this RFP shall submit **one original and 3 (three) copies of their proposal** to the address indicated above. The following items/forms are to be **submitted with the one original proposal only**. Do not include these items/forms with the proposal copies.
 - Price / Rates
 - Section 3, Business Certification Form
 - Section 3, Resident Employment Plan
- 5) **Addenda:** In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at:

<http://www.seattlehousing.org/business/contracting/requests/>.

It is the responsibility of proposers to check this website prior to submission of a proposal to review and download any addenda issued. If you are unable to download the addenda, you may call the Sr. Contract Administrator, *Pam Montgomery*, at (206) 615-3378 to have a copy of the addenda mailed or e-mailed to you.

- 6) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. SHA requests that companies refrain from requesting public disclosure of proposal information until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, SHA shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

F. SELECTION PROCESS

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

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

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1. After proposals are evaluated, for the proposer with the highest-scoring proposal;
2. In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the proposer has performed work for SHA, even if the proposer did not identify SHA as a reference.

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

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

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

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified proposer, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a contract is executed.

SHA expects to execute a Contract for services for one year. At SHA's option, a Change Order may be executed extending the Contract for up to four additional one-year periods, along with appropriate adjustments in the scope of work and compensation.

H. ADMINISTRATIVE INFORMATION

1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer is required to submit with their Proposal a Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this RFP, and a Section 3 Business Certification form.

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

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor [Service Provider] 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.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

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

5. 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 the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 3) **Basic Eligibility:** The successful proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Non-procurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.
 - 4) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Service Provider. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Service Provider, who must have the capacity to meet all project expenses in advance of payments by SHA.
 - 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected proposer who must inform all sub-consultants of this provision.
 - 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Service Provider and their sub-consultants shall become the exclusive property of SHA.

- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **HOPE VI Certifications and Assurances Form:** In the event the Contract for these services includes any HOPE VI Revitalization grant funds, the Service Provider shall obtain and submit to SHA, a completed and signed HOPE VI Certifications and Assurances Form (copy attached to this RFP) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- 10) **Contract Requirements:** Proposers may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site:

[http://www.seattlehousing.org/business/guidelines/pdf/Consultant Professional Services Contract.pdf](http://www.seattlehousing.org/business/guidelines/pdf/Consultant_Professional_Services_Contract.pdf)

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

A. General Requirements:

1. Prior to undertaking any work under this Contract, the Service Provider shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Service Provider, its agents, representatives, employees and/or subcontractors.
2. The Service Provider's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Service Provider's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Service Provider's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Service Provider to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

- B. Required Insurance Coverage:** The following are the types and amounts of insurance coverage that must be maintained by the Service Provider during the term of this Contract. The Service

Provider must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability 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 Service Provider's contact with minor children, the Service Provider 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 SHA'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

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 coverage

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

- \$1,000,000 per Claim/Aggregate

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

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Service Provider shall secure its

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

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Service Provider. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

D. Proof of Insurance and Insurance Expiration:

1. The Service Provider shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Service Provider shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Service Provider's coverage of subcontractors under the Service Provider's policies is not excluded by any policy provision or endorsement. Alternatively, the Service Provider shall:
 - a.) Obtain from each subcontractor not insured under the Service Provider's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
3. The Service Provider's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Service Provider shall not permit any required insurance coverage to expire during the term of this Contract.
4. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of SHA's Risk Manager.

12) **Criminal Background Investigation:** The selected Service Provider shall conduct a criminal 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 any minor. In addition, a criminal investigation shall be performed for any person performing work under this Contract who needs special entry into SHA buildings, is given temporary 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. In the event a background check provides evidence of a felony conviction within the past seven years, the results of that investigation shall be disclosed to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the selected Service Provider agrees, if requested by SHA, to replace such person with an individual acceptable to SHA.

**Seattle Housing Authority
Section 3 Business Certification**

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

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

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

- A. Live in the City of Seattle.
- B. Earn no more than the following amounts :

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	\$44,800	\$51,200	\$57,600	\$64,000	\$69,100	\$74,250	\$79,350	\$84,500

Section 3 Statement: Please check the appropriate box below.

- My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.
- My Business has been certified as a Section 3 Business by:
(name of agency) _____ (date of certification) _____

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

Note: If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

If you have any questions about this form, please call
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.

**Seattle Housing Authority
Section 3 Resident Employment Plan**

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of SHA communities and other low income residents of Seattle. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. HUD has established an annual goal of 10% of all new hires by SHA Contractors. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of Seattle. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Contractor may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting SHA residents for the available positions.

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

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

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

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

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

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

If you have any questions about this form, please call
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.

Seattle Housing Authority

Subgrantee/Contractor/Subcontractor

● CERTIFICATIONS AND ASSURANCES

■ **Background Information:** *The Seattle Housing Authority (SHA) has received HOPE VI Revitalization Grants from the U.S. Department of Housing and Urban Development (HUD) to assist in the revitalization of SHA housing communities in Seattle. One of HUD's grant requirements is that Contractors, Subcontractors, and Subgrantees on any SHA projects that include HOPE VI Revitalization Grant funds must sign the attached "Certifications and Assurances" form certifying that they will comply with specific federal statutes and regulations. The parties who must sign a "Certifications and Assurances" form are defined below:*

- **Contractors:** *This includes any contractor, consultant, or service provider that SHA contracts with for goods or services on any SHA HOPE VI projects.*
- **Subcontractors:** *This includes any lower tier subcontractor or subconsultant that a Contractor contracts with for goods and services on any SHA HOPE VI projects.*
- **Subgrantees:** *These are organizations that SHA has provided a grant to from the HOPE VI grant SHA received from HUD.*

■ **Instructions:**

1. **Read:** Please read attached Certifications and Assurances form.
2. **Sign:** Sign the last page of the form.
3. **Return:** Return the form *immediately* (including this front page) to:

Seattle Housing Authority Purchasing Division 120 Sixth Avenue North P.O. Box 19028 Seattle, WA 98109-1028
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■ **Form Relates to the Following Contract:**

Contract Name:	Contract Number:
Contractor's / Consultant's Name:	
Subcontractor's / Subconsultant's Name:	Dollar Amount of Subcontract (if known):

- **Questions:** If you have questions about this form, please call, Liz Alzeer, Purchasing Manager, at (206) 615-3470.

SUBGRANTEE/CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS AND ASSURANCES

HOPE VI REVITALIZATION GRANTS

The following certifications must be made by subgrantees, contractors and subcontractors of HOPE VI Revitalization Grantees.

The subgrantee, contractor, or subcontractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time:

1. the Fair Housing Act (42 U.S.C. 3601-19) and regulations pursuant thereto (24 CFR part 100); Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107); and the fair housing poster regulations (24 CFR part 110);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations pursuant thereto (24 CFR part 1) relating to non-discrimination in housing;
3. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
4. The prohibitions against discrimination on the basis of disability (including requirements that the Grantee make reasonable modifications and accommodations and make units accessible) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR part 8); the Americans with Disabilities Act (42 U.S.C. 12101 et seq. and its implementing regulation at 28 CFR part 36; and the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and regulations issued pursuant thereto (24 CFR part 40);
5. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects) and its implementing regulation at 24 CFR part 135;
6. Executive Orders 11246, 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Grantee must make efforts to encourage the use of minority and, women's business enterprises in connection with funded activities;
7. Subgrantees only must provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701), and HUD's implementing regulations at 24 CFR part 24, subpart F. Each subgrantee must complete a Certification for a Drug-Free Workplace (Form HUD-50070) in accordance with 24 CFR 24.630.

8. The provisions of 24 CFR part 24 which apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

9. The following labor standards: Davis-Bacon or HUD-determined wage rates apply to development or operation of revitalized housing to the extent required under Section 12 of the U.S. Housing Act of 1937. In the case of demolition, Davis-Bacon wage rates apply to demolition followed by construction on the site; HUD-determined wage rates apply to demolition followed only by filling in the site and establishing a lawn. Under Section 12, the wage rate requirements do not apply to individuals who: perform services for which they volunteered; do not receive compensation for those services or are paid expenses, reasonable benefits, or a nominal fee for the services; and are not otherwise employed in the work involved (24 CFR part 70). In addition, if other Federal programs are used in connection with your HOPE VI Program, labor standards requirements apply to the extent required by the other Federal programs, on portions of the project that are not subject to Davis-Bacon rates under the Act.

10. The requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.) and implementing regulations at 24 CFR parts 35 and 965 (subpart H) and section 968.100(k), as amended. Unless otherwise provided, it will be responsible for testing and abatement activities, if applicable.

11. a. Nonprofit subgrantees, contractors, or subcontractors will comply with the requirements, policies and standards of:

i. 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations);

ii. A-122 (Cost Principles for Non-Profit Organizations); and

iii. the audit requirements of 24 CFR 84.26.

b. For-profit subgrantees, contractors, or subcontractors will comply with the requirements, policies and standards of:

i. 24 CFR part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations); and

ii. the contract cost principles and procedures set forth in 48 CFR part 31.

iii. the audit requirements of 24 CFR 84.26.

c. Subgrantees, contractors, or subcontractors that are States, local governments, and Federally Recognized Indian Tribal Governments will comply with the requirements, policies, and standards of:

i. 24 CFR part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments),

ii. the cost principles of OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and

iii. the audit requirements of 24 CFR 85.26.

12. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and government-wide implementing regulations at 49 CFR part 24.

13. Section 319 of Public Law 101-121, which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The contractor/subcontractor will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

14. The following contract provisions must be placed in all contracts of the Grantee pursuant to 24 CFR 85.36 (i). Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(b) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(c) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their contractors)

(d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts for construction or repair)

(e) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by Grantees when required by Federal grant program legislation)

(f) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by Grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(g) Notice of awarding agency requirements and regulations pertaining to reporting.

(h) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(j) Access by the Grantee, the Federal grantor agency, the Comptroller General or the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(k) Retention of all required records for three years after Grantees make final payments and all other pending matters are closed.

(l) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts and subcontracts of amounts in excess of \$100,000).

(m) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

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

Signature of Authorized Certifying Official

Title

Organization

Date

WARNING

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