



# REQUEST FOR PROPOSALS

(SOLICITATION NO. 803800)

for

## TITLE INSURANCE / ESCROW AND RELATED SERVICES

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#### ATTACHMENTS:

- Price / Rates Table
- Section 3 Business Certification
- Section 3 Resident Employment Plan
- Section 3 Certification Application Forms
- HOPE VI Certifications and Assurances Form

<b>RFP Issued On:</b>	<b>Proposal Due:</b>
<b>Monday, February 1, 2010</b>	<b>2:00 p.m., Thursday, February 25, 2010</b>

**Seattle Housing Authority**  
**Request for Proposals (Solicitation No. 803800)**  
**Title Insurance / Escrow and Related Services**

**A. INTRODUCTION**

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm to provide title insurance services, escrow services and related services with respect to real property transactions wherein SHA is a participant.
- 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. SUBMITTAL REQUIREMENTS

### Schedule:

Activity	Location	Day	Date	Time
Deadline for Questions	e-mail to: dtucker@seattlehousing.org	<u>Wednesday</u>	<u>02/10/10</u>	<u>2:00 p.m.</u>
<b>SUBMITTAL DEADLINE AND DELIVERY INFORMATION</b>				
<u>Mail To:</u> Seattle Housing Authority Attn: Don Tucker, Purchasing P.O. Box 19028 Seattle, WA 98109-1028	<u>OR Hand Deliver To:</u> Seattle Housing Authority Attn: Don Tucker, Purchasing 120 Sixth Avenue North Seattle, WA 98109	<u>Thursday</u>	<u>02/25/10</u>	<u>2:00 p.m.</u>

**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/consulting/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, Don Tucker at 206-615-3475 to have a copy of the addenda mailed or e-mailed to you.

**Submittal:** The deadlines given above are firm as to place, date, and time. SHA will not consider any 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.

**Proposals should be limited to a total of six pages in no smaller than 11 point font on 8½" by 11" sheets.** Your cover letter, resumes, Section 3 forms and other required attachments are not included in the page limitation. Your **cover letter** must state 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.

- 1) **Required number of copies:** Proposers responding to this RFP shall submit **one original and four 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
- HOPE VI Certifications and Assurances Form

2) **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.

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

## **C. SCOPE OF WORK**

**Background:** SHA sells and purchases all types of properties including, but not limited to residential, commercial and vacant parcels. Some properties may be subject to restrictive covenants and requirements.

Additionally, SHA has various other work that requires title insurance considerations and/or escrow services and may periodically need to record other documents in connection with its normal business activities.

**Work Tasks:** The selected Consultant may be asked to perform, but not necessarily limited to, the following tasks:

### **1) Title Examination Process:**

- Research title status and issue preliminary commitments for title insurance in a timely manner;
- Provide litigation guarantees as requested;
- Resolve title issues;
- Record documents and issue property title insurance policies in a timely manner.

The selected Service Provider shall provide time frames for delivery of the above work at the time of the request.

### **2) Escrow Services:**

- Conduct all aspects of closing both residential and commercial escrows.

**Information Retrieval:** SHA prefers one of the following information retrieval methods over the use of hard copies; however SHA will have the right to determine what type of retrieval method to use on each assignment.

- 1) **Posting:** Post to the selected firm's web site in an area designed and designated for SHA, providing effortless retrieval and electronic storage. If posting is used, the selected firm shall notify SHA by e-mail as updates are ready for review.

OR

- 2) **Electronic Copies on CDs:** Copy all documents on a CD that will be given to SHA.

If hard copies are required, they will be stapled or bound with removal binders for easy access by SHA.

## **D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL**

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

- Cover Letter
- Address each of the evaluation criteria below:
  - **Relating to Criterion 1: Evidence of Firm's Qualifications and Ability to Perform Services:**  
Outline your firm's experience on the work required for the Contract resulting from this RFP. (To be considered qualified, your firm must possess at least ten years of experience in providing Property Title Insurance Services and Escrow Services. Subcontracting either of these duties may be allowed if your firm and the named subcontractor have both had at least ten years of

experience in providing the services they are assigned and your firm has a history of working with the subcontractor.)

- **Relating to Criterion 2: Qualifications and Relevant Experience of Personnel to be Assigned to This Project:** Provide a list of key members of your firm or the proposed team, indicating the specific role of each member, and clearly identify the Project Manager. Provide a brief professional resume for each key member of the proposed team, indicating the extent of his/her experience on projects related to this type of work. The lead Escrow Officer assigned to this contract is required to be a Limited Practice Officer (LPO) in the State of Washington.
- **Relating to Criterion 3: Availability:** In selected sales or acquisitions, and in certain cases for financing, SHA may need preliminary title documents within five working days. Also in selected sales or acquisitions, SHA may need escrow within 15 days. Describe your firm's ability to provide title insurance and escrow services to meet routine deadlines and the above described exceptions to routine deadlines.
- **Relating to Criterion 4: Price / Rates:** Complete and include with your proposal the attached Price / Rates Table. The selected firm will be bound by the price / rates shown on this Table for the first year of their Contract with SHA. Proposer's price / rates shall be based on the following definitions:
  - **Single Family Residential Unit** is defined as any building which may involve up to 4 separate residences.
  - **Multi Family Residential Unit** is defined as any building which has 5 or more units for residential purposes. A Multi Family Residential Unit may include commercial space located on the ground floor.
  - **Undeveloped Property Escrow** is defined as vacant land on which no habitable structure exists.
  - **Commercial Escrow** is defined as property that is zoned Commercial (excluding single family residences) valued at \$1,000,000 or more.

Mixed Use property will be paid at the Multi Family Residential Unit rates.

It is understood that Title Insurance premiums cannot exceed the rate schedule filed with the State of Washington Insurance Commissioner.

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

## **E. CONSULTANT EVALUATION CRITERIA**

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

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

personnel, financial viability, or other items in order to complete the selection process. 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 Consultant and any sub-consultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the proposal due date.

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

<b>Evaluation Criteria - Qualifications</b>		<b>Weighting (Max. Points)</b>
1	<b><u>Evidence of Firm's Qualifications and Ability to Perform Services</u></b> (See Section D above for a complete description of this Criterion.)	30
2	<b><u>Qualifications and Relevant Experience of Personnel to be Assigned to This Project</u></b> (See Section D above for a complete description of this Criterion.)	30
3	<b><u>Availability</u></b> (See Section D above for a complete description of this Criterion.)	10
<b>MAXIMUM TOTAL POINTS FOR QUALIFICATIONS</b>		<b>70</b>

The following criterion with a point system of relative importance will be evaluated by using a Ratio of Cost process where 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.

<b>Evaluation Criterion - Price/Rates</b>		
6	<b><u>Price / Rates</u></b> (See Section D above for a complete description of this Criterion.)	30
<b><u>MAXIMUM TOTAL POINTS FOR QUALIFICATIONS AND PRICE/RATES</u></b>		<b><u>100</u></b>

**Section 3 Preference Points:** All proposing individuals and businesses that are qualified as a Section 3 Business [see Section H. 2) herein] at the time of submittal of their proposal shall receive an additional 20 points to be added to their total of all the evaluators scores. SHA encourages interested individuals and businesses to begin the certification process upon receipt of this solicitation. Please see the Section 3 Business Certification form at the end of this solicitation. To be considered for Section 3 Business certification and eligibility of the 20 additional points, proposers must also complete the Application for Section 3 Certification and Affidavit on Family Size and Income forms attached to the back of this solicitation and submit them in a sealed envelope before, but no later than, the deadline for proposals, to the Sr. Contract Administrator named in Section A herein.

**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 proposers 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 consultant accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by SHA and the evaluation panel.

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

[http://www.seattlehousing.org/business/guidelines/pdf/Procurement\\_Policies.pdf](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. Selection Preference for Section 3 Businesses: If the Proposer is a Section 3 business, and so indicates on the Section 3 Business Certification form required with the proposal, and the Section 3 evaluation criterion points assigned to the Proposer result in the Proposer being the highest ranked Proposer, SHA will conduct an investigation to certify whether the business is a qualified Section 3 business. In submitting its proposal, the Proposer agrees to provide any information required by SHA to determine whether the business qualifies as a Section 3 business. A business may qualify as a Section 3 business by meeting one of the following criteria:

1. At least 51% of the business is owned by Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
2. 30% or more of a business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
3. The business makes a commitment to subcontract with Section 3 businesses for more than 25% of the dollar amount of all subcontracts to be awarded by the business. Prior to selection, such businesses must submit a plan and the necessary support documents describing how the subcontracting commitment will be met. SHA will evaluate the plan and documents submitted and determine whether it is likely the Proposer will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The Proposer's failure to fulfill the Section 3 subcontracting commitment shall be a material breach of contract which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Proposer's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Proposer ineligible to compete for, or participate in, any SHA contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

B. 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 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 contractors 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 subcontractor 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).
8. If the consultant is a Section 3 business and was selected by SHA based on evaluation points assigned under the Section 3 business preference requirements of the RFP for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Consultant agrees to meet the Section 3 subcontracting commitment. Failure of the Consultant to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Consultant's failure to comply with

its Section 3 commitment and subcontracting plan; and (4) declaring the Consultant ineligible to compete for, or participate in, any SHA contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

- 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 Consultant. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **HOPE VI Certifications and Assurances Form:** In the event that the Contract for these services includes any HOPE VI Revitalization grant funds, the Consultant 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 Consultant 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 Consultant, its agents, representatives, employees and/or subcontractors.
2. The Consultant's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the Consultant's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Consultant to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of 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 Consultant during the term of this Contract. The Consultant 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 Consultant's contact with minor children, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by 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 Consultant'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 Consultant 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 Consultant 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 Consultant shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the Consultant is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Consultant shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

- C. **Additional Insured Endorsement:** The Seattle Housing Authority and, if applicable, any Limited Partnerships and/or Condominium Associations included in the Contract must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Consultant. 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 Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
2. The Consultant shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the Consultant's coverage of subcontractors under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
  - a.) Obtain from each subcontractor not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
  - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
3. The Consultant's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The Consultant 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.

**Price / Rates Table**  
**Title Insurance / Escrow and Related Services**  
**(Solicitation No. 803800)**

Proposer's (Firm) Name: \_\_\_\_\_

<b>Property Title Insurance Services:</b>	
<b>Attach your firm's chart of current property title insurance premiums</b> as filed with the State of Washington Insurance Commissioner and note here what discount your firm offers (if applicable) to SHA. _____%	
<b>Escrow Services Fees For:</b> (see Section D of RFP for a description/definition of each of the following)	
Single Family Residential Unit Escrow (each)	\$ _____
Multi-Family Residential Unit Escrow (each) (includes mixed-use)	\$ _____
Undeveloped Property Escrow (each)	\$ _____
Commercial Escrow (each)	\$ _____
<b>Property Title Insurance Cancellation Fee:</b>	
Cancellation fee for preliminary commitment for title insurance ordered and then cancelled (each)      Lump Sum Cost:	\$ _____
<b>Chain of Title Research:</b>	\$ _____
<b>ALTA Extended Coverage:</b>	\$ _____
<b>Customer Service Rate:</b> (if any, per your Customer Service Policy)	\$ _____
<b>Litigation Guarantees:</b>	\$ _____

The selected firm shall be bound by the rates and Lump Sum Cost quoted above for the initial Contract period for each of the Categories of service listed.

I am an authorized representative of the above named firm and agree to the terms and conditions of this RFP and the prices quoted above.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Title*

**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) 722-4010 x 3.

**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. 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?

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

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

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

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

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If you have any questions about this form, please call  
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 722-4010 x 3.

# **Application Forms**

## **For Section 3 Business Certification Only**

Proposers who are interested in becoming certified as Section 3 Businesses must complete the two forms behind this page\* and return them in a sealed envelope to the attention of Don Tucker, Sr. Contract Administrator, before but no later than the deadline for proposals, to the address below:

Seattle Housing Authority  
PO Box 19028  
Seattle, WA 98109-1028

\* Forms attached:

- Application for Section 3 Business Certification
- Affidavit on Family Size and Income

**ONLY USE THIS FORM IF YOU ARE APPLYING FOR SECTION 3 BUSINESS CERTIFICATION**

**Seattle Housing Authority  
APPLICATION FOR SECTION 3 BUSINESS CERTIFICATION**

I am applying to have the following business certified by the Seattle Housing Authority as a Section 3 business. I have completed the information below and attached, as indicated, a copy of the applicable documentation in support of my application.

Business Name:			
Business Address:	City	State:	Zip Code:
Name of Contact Person:		Contact Person Telephone No.:	
Washington State Master Business License No:		Washington State Contractor Registration License No:	

**Businesses owned 51% or more by a Section 3 qualified person(s) must provide the following information**

Type of Business with associated documentation:

Sole Proprietorship  
 Corporation       Articles of Incorporation  
 Partnership       Partnership Agreement  
 Joint Venture       Joint Venture Agreement  
 Other (please specify) \_\_\_\_\_

List the full name of <u>all</u> owner(s)	Section 3 person?	Percentage of ownership:
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

List the names of all individuals who possess the power to make the day-to-day, as well as major, decisions on matters of management, policy, and operations (management officials).

Attach copy of documents from column A or B for each Section 3 owner

Column A	Column B
<input type="checkbox"/> Current SHA resident lease, or  <input type="checkbox"/> Current Section 8 voucher	<input type="checkbox"/> Proof of residency in the City of Seattle, and (e.g., current utility bill, vehicle registration)  <input type="checkbox"/> Completed and signed Affidavit on family size and income

**ONLY USE THIS FORM IF YOU ARE APPLYING FOR SECTION 3 BUSINESS CERTIFICATION**

## **Affidavit on Family Size and Income**

The undersigned does hereby declare, under penalty of perjury, that the information provided below is true and correct.

Family Size: There are a total of \_\_\_ members in my family. The total number of deductions claimed on my Federal income tax return form last year was \_\_\_\_\_.

Family Income: The total gross income for my family, from all sources, from all family members, and as reflected on my Federal income tax return for last year was \$\_\_\_\_\_.

Privacy: I understand that the information provided in this Affidavit is necessary for the Seattle Housing Authority to determine whether my employer qualifies as a Section 3 business, and this information shall not be made available to any person for any other purpose.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

# 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

■ **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, Contracting and Procurement 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.