

CONSULTANT REGISTRATION FORM

If you plan on submitting a Proposal for this project, please complete this registration form and e-mail it to *Greg Antoine, Sr. Contracts Administrator at Gregory.Antoine@seattlehousing.org* so that you can be contacted directly if necessary.

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 4925

Project Based VASH Units

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION NO. 4925)

for

Project Based VASH Units

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ATTACHMENTS:

Vendor Fact Sheet

Section 3 Business Certification and Resident Employment Plan

Suspension and Debarment Compliance Certificate for Consultant

Suspension and Debarment Compliance Certificate for Sub-Consultants

Certifications and Representations of Offerors (form HUD-5369-C)

For-Profit Subgrantee and Contractor Certifications and Assurances Form

Sample Housing Assistance Payments Contract

RFP Issued On:	Proposal Due:
Tuesday, March 21, 2017	Monday, April 17, 2017

Seattle Housing Authority
Request for Proposals (Solicitation No. 4925)

Project Based VASH Units

A. INTRODUCTION

- 1) **General:** On July 1, 2016, HUD issued a notice of set-aside funding availability to competitively award Project-Based HUD-VASH vouchers to Public Housing Agencies (PHA), such as the SHA who will administer the VASH program in partnership with the local Veteran's Administration (VA). Project based voucher assistance provides rental subsidies paid on behalf of eligible families who live in units that are contracted under this program.

The Seattle Housing Authority (SHA) is seeking a firm or agency to partner with SHA and the local Veterans Affairs Medical Center (VAMC) in providing up to 75 Project Based Veterans Administration Supportive Housing (PBV-VASH) vouchers utilizing a Housing First approach. The purpose of this voucher allocation is to enable homeless Veterans to access affordable housing with an array of supportive services.

The selected firm or agency (herein Housing Provider) shall be responsible for creating and maintaining a relationship with the Veterans Administration Supportive Housing (VASH) program and will be required to fill units awarded PBV-VASH assistance with referrals directly from the Veteran's Administration (VA).

PBV-VASH vouchers come with Housing Choice Voucher subsidy assistance as well as ongoing case management and support for the veteran provided by Veterans Affairs (VA). Interested proposers should review HUD Notice PIH 2016-11 for the program intent and requirements, including a Housing First commitment. SHA has been awarded Project Based VASH vouchers under Part 4.B, "Applications with project selection after award announcement." Information regarding Housing First is available at:

<https://www.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>

Additional information regarding SHA's Project Based Voucher Program can be found in Chapter 5 of the Housing Choice Voucher Program Administrative Plan.

- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 29,500 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 6,153 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), including over 1,029 units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and about 1,850 low- and mixed-income units developed and acquired primarily through the use of debt financing. SHA also administers about 10,147 Housing Choice Vouchers and 759 Moderate Rehab units. Approximately 9,286 SHA residents are children and approximately 8,415 SHA residents are elderly or disabled.

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 530 employees and a total budget of \$223 million for Calendar Year 2016. In addition to the housing SHA owns, it serves as General and Managing Partner for several 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
Pre-Submittal Meeting	Seattle Housing Authority 190 Queen Anne Ave N Seattle WA 98109-1028	Friday	March 31, 2017	9:00 AM – 11:00 AM PT
Deadline for Questions	By Email	Wednesday	April 5, 2017	3:00 PM PT
SUBMITTAL DEADLINE AND DELIVERY INFORMATION				
<u>Mail To:</u> Seattle Housing Authority Attn: Greg Antoine P.O. Box 19028 Seattle, WA 98109-1028	<u>OR Hand Deliver To:</u> Seattle Housing Authority Attn: Greg Antoine 190 Queen Anne Ave N Seattle, WA 98109	Monday	April 17, 2017	2:00 PM PT

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

Addenda: In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at:

<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, Greg Antoine at (206) 615-3394 to have a copy of the addenda mailed or e-mailed to you.

Pre-Submittal Meeting: Proposers are strongly encouraged to attend a Pre-Submittal Meeting at the date and time indicated above.

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

1) **Required number of copies:** Proposers responding to this RFP shall submit **one original and 6 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
- Vendor Fact Sheet
- Section 3, Business Certification and Resident Employment Plan Form
- Suspension and Debarment Compliance Certificate for Consultant
- Suspension and Debarment Compliance Certificate for Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

2) **Proprietary Proposal Material:**

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

public disclosure exemptions are narrow and specific. Proposers are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

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

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

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

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

C. SCOPE OF WORK

1. To be eligible for Project-Based HUD-Veterans Affairs Supportive Housing Vouchers (PBV-VASH) rental assistance from the Seattle Housing Authority (SHA), the following criteria must be met:
 - Properties must be within the Seattle city limits.
 - Specified housing units and/or projects must be permanent housing, for specified term of fifteen (15) years for initial term, with five (5) five-year renewal increments not to exceed forty (40) years, subject to mutual agreement. Emergency, temporary or transitional housing are not eligible for project-based rental assistance.
 - If it involves rehabilitation or an existing rental property, the housing units and/or projects must meet the HUD Housing Quality Standards (HQS) before a Housing Assistant Payment (HAP) contract is executed.
 - Tenants must have a lease with a minimum term of one year.
 - The rents that are charged must meet SHA’s rent reasonableness criteria.
 - Tenants must meet HUD/VASH eligibility criteria.
 - Tenants must be homeless veterans referred by the VMAC using the “Housing First” approach.
 - HUD prohibits the use of Project-Based Section 8 Housing Choice Vouchers for the following activities: shared housing; medical, mental or similar public/private institutions; nursing homes or facilities providing continuous care; psychiatric,

- medical or nursing facilities; board and care or Intermediate Care Facilities; manufactured housing; or coop housing.
2. Projects receiving Project-Based Section 8 Housing Choice Vouchers will require an environmental review. A Public Housing Authority (PHA), owner or its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit to expend program or local funds for PBV activities until an environmental review is completed.
 3. Enter into a HAP contract with SHA and adhere to the guidelines within the Contract agreement. PBV-VASH units must be leased to families eligible for Section 8 assistance for HUD-VASH for the term of the HAP contract. See Attachment A – Sample HAP Contract
 4. Receive referrals from the VASH program.
 - Vacancies will be filled using direct referrals from the VA.
 - The Property owner and tenant of a PBV-VASH unit must notify SHA in writing immediately if a tenant will be moving from a PBV-VASH unit. SHA will notify the VA of the vacancy and the VA will refer appropriately sized households at the top of the HUD-VASH waiting list.
 - Once a tenant is approved by the property owner, the property owner must refer the family back to SHA for final voucher eligibility.
 - The PBV-VASH unit the family occupies must then be rented to a new eligible veteran.
 5. Serve homeless Veterans at or below 80% Area Median Income (AMI).
 6. Provide all property management services.
 7. Assist referred Veteran with completing applications and recertification paperwork, including collecting verifications and documents.
 8. Lease at least one unit to an eligible Veteran no later than upon execution of contract.
 9. Complete leasing awarded number of units no later than per timeframes set by HUD guidelines.
 10. Rent Limits: The gross rent (including utility allowance) may not exceed the Housing Authority Payment Standard for both initial rent and annual adjustments and must be rent reasonable in relation to rents charged in the private market for comparable unassisted units. Projects utilizing Low Income Housing Tax Credits (LIHTC) have additional requirements for calculating rent amounts; however, projects eligible under this RFP must comply with conditions that allow the rent to be calculated in accordance with the listed standards.
 11. Provide units that have accessibility to transit, the Veterans Administration Medical Center (VAMC), employment opportunities, and to key neighborhood assets such as quality grocery stores, banks, libraries, parks and recreational facilities.
 12. Projects/properties must comply with a Housing First approach.
 13. If proposal includes new construction or rehabilitative units, refer to Criterion 2 Project Readiness in Section D below for plans for occupancy.

Existing Housing:

Property Description: Including the information:

- Number of Project Based VASH vouchers requested, not to exceed 75 per property, with a minimum of 5 per property.
- Is the proposal for existing housing, newly constructed or rehabilitated units?
- Address of property
- Location by census tract
- Total number of buildings in the project
- Number of each bedroom size being requested for the Project based VASH vouchers
- Target population, if any, of any non Project Based VASH units
- Availability of office space for VA staff and space needed for meetings with VASH participants.

- At least one unit in the project must be ready for occupancy by a homeless VASH client within 60 days of SHA's award of PBV-VASH vouchers, or by July 13, 2017, whichever is earlier.

For newly constructed or rehabilitated units:

The proposer must have contract of the land where the property is located by the PBV-VASH application deadline of date and submit evidence of that control with the application. Acceptable evidence of site control is a document that has a complete and accurate legal description and is either:

- A recorded deed or conveyance showing the applicant has ownership
 - A valid purchase and sale agreement
 - A valid option to purchase
 - A valid option for long-term lease
 - Other evidence satisfactory to Seattle Housing Authority
14. Once SHA makes an award to an existing project, the VASH units must all be leased within 12 months of the final award.
 15. Newly constructed or rehabilitated units: Units developed in accordance with Project Based Voucher requirements found at 24 CFR Part 983 Subpart D, that will execute an Agreement to enter into a Housing Assistance Payment (HAP) contract and start construction within 24 months of selection date for PBV-VASH units. These Project Based Voucher requirements include the selection of Project Based Voucher proposal, an environmental review, subsidy layering review, the execution of a HAP contract prior to construction or rehabilitation, and standards for conduct of development work. See Attachment A – Sample HAP Contract
 16. If SHA makes an award to a project that then is not able to meet the requirements for a HAP contract by date, HUD will rescind the award, take back the funds and the City of Seattle and the Housing Authority will lose the vouchers. Therefore applicants are strongly encouraged to provide a detailed plan on how they will meet these deadlines. The selection panel will be directed to assess projects by their likelihood to succeed in the timeframes set by the RFP and by HUD and to avoid the risk of the loss of the subsidy.
 17. It is SHA's goal to select a site for the PBV-VASH vouchers that provide for deconcentrating poverty and exemplifying housing and economic opportunities. When approving sites for PBV-VASH housing, SHA considers both local practices and site location in census tracts that have poverty concentration of 20 percent standard when SHA determines that the PBV-VASH vouchers will complement other local redevelopment activities to expand housing and economic opportunities in census tracts with poverty concentration greater than 20 percent.
 18. At minimum the description should include information regarding availability of group meeting space and provide office space available for Veterans Affairs VASH staff to meet with VASH participants.
 19. Provide a detailed description of any supportive services available to the residents of the property, in addition to the VA case management services provided with the voucher. If any additional services are proposed to be provided by the property owner, the source of funding for those services should be identified, as well as the status of the funding commitment for those services.

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
- Provide resumes for the key personnel named in your response.
- Include a list of at least two (2) 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.)

- Address each of the evaluation criteria below:

Relating to Criterion 1: Project Readiness

Proposals for existing housing must have a plan for occupancy of at least one unit upon Contract execution.

For existing units: describe your occupancy plan for these designated units. In anticipation of receiving referrals for VASH-eligible Veterans, describe your plan for unit availability and the timeline leasing to 100% occupancy for the PBV-VASH units no later than April 30, 2018.

For newly constructed or rehabilitated units: the Proposer should provide a project timeline including the following major milestones: 1) execution of a HAP contract; 2) construction start date; 3) occupancy/lease-up start date; and the date the project will reach 100% occupancy of the PBV-VASH units.

Proposers should describe the current status related to site contract and how they expect to comply with this requirement.

Relating to Criterion 2: Deconcentrating Poverty

The proposal must provide a poverty rate based on property address and describe how the location of the property will expand access to economic opportunities.

Relating to Criterion 3: Accessibility and Access to Amenities

Provide a detailed description of the properties accessibility to transit, the Veterans Administration Medical Center (VAMC), employment opportunities, and to key neighborhood assets such as quality grocery stores, banks, libraries, parks and recreational facilities. Be specific and provide names of amenities and services identified. This statement must include transit options for the immediate area around the property such as rail, bus, ride/bike share, and may include scoring indicators for neighborhoods, such as a Walk Score.

Relating to Criterion 4: Experience

The proposal must include a description of the experience of the owner and/or Property Management Company involved in the management and development of supportive housing units for veterans, homeless, elderly and/or disabled families. Additional points will be awarded for experience administering Project Based Vouchers including waitlist administration and effective program administration.

Relating to Criterion 5: Design

Provide a description of how the property design will support the housing success of the target population.

Relating to Criterion 6: Housing First

The proposal must include:

- a. Affirmative statement that the owner/property management understands and intends to adhere to a Housing First model; and
- b. A description of how the property will integrate the Housing First approach into its admission and occupancy policies and its service practices, including a commitment to using tenant admission screening criteria for PBV-VASH units.
- c. Occupancy policies must not require being clean and sober upon admission or to maintain housing. Policies and practices should also demonstrate how negative exits will be avoided; how a respectful, warm and compassionate environment for Veterans will be created and maintained; and how a recovery oriented environment will be established.

Relating to Criterion 7: Supportive Services

The proposal should clearly indicate how the principles of Housing First will be incorporated into the provision of supportive services. Supportive services must reflect the specific needs of the target population.

E. HOUSING PROVIDER EVALUATION CRITERIA

Housing Providers 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 Housing Provider, 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.

Housing 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. In submitting a proposal, the Housing Provider 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 points will be utilized to evaluate the qualifications of each proposer:

Evaluation Criteria - Qualifications		Weighting (Max. Points)
1	<u>Relating to Criterion 1: Project Readiness</u> (See Section D above for a complete description of this Criterion.)	35
2	<u>Relating to Criterion 2: Deconcentrating Poverty</u> (See Section D above for a complete description of this Criterion.)	20
3	<u>Relating to Criterion 3: Accessibility and Access to Amenities</u> (See Section D above for a complete description of this Criterion.)	20
4	<u>Relating to Criterion 4: Experience</u> (See Section D above for a complete description of this Criterion.)	20
5	<u>Relating to Criterion 5: Design</u> (See Section D above for a complete description of this Criterion.)	15
6	<u>Relating to Criterion 6: Housing First</u> (See Section D above for a complete description of this Criterion.)	20
7	<u>Relating to Criterion 7: Supportive Services</u> (See Section D above for a complete description of this Criterion.)	20
MAXIMUM TOTAL POINTS FOR QUALIFICATIONS		150

F. SELECTION PROCESS

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

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

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

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

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

By submitting its proposal in response to this RFP, the Housing 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://seattlehousing.org/business/guidelines/pdf/Procurement_Policies.pdf

G. CONTRACT NEGOTIATIONS

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

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

H. ADMINISTRATIVE INFORMATION

- 1) **Small and/or Disadvantaged Business Enterprise Requirements:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP. As outlined in more detail in Section D, SHA has also included a 14% Women and/or Minority Business Enterprise (WMBE) aspirational participation goal. Consequently, in responding to the solicitation, submitters must include an Inclusion Plan demonstrating good faith efforts in seeking meaningful opportunities for WMBEs in the work of the Contract.
- 2) **Basic Eligibility:** By submission of its Proposal:
 - A. Proposer represents that it is licensed to do business in the State of Washington and it has a state Unified Business Identifier (UBI) number.
 - B. Proposer represents by its submission of the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form, attached hereto, that neither it

nor its principals/officers are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Proposer further represents that by submitting a Proposal and being selected for this work, that it will comply with the requirements regarding sub-contracting and the purchase of supplies or materials for this work and the sub-contractors and/or firms, and their principals/officers are not debarred or otherwise disqualified from doing business with SHA. The Proposer understands that if selected, it shall provide evidence with the SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS form attached to this RFP of Proposer's sub-contractors' (if applicable) eligibility.

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

- 3) **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 Housing Provider. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Housing Provider, who must have the capacity to meet all project expenses in advance of payments by SHA. See Attachment A – Sample HAP Contract, Section D Occupancy and Payment
- 4) **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.
- 5) **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 Housing Provider and their sub-consultants shall become the exclusive property of SHA.
- 6) **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.
- 7) **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.
- 8) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Housing Provider shall obtain and submit to SHA a completed and signed 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.
- 9) **Contract Requirements:** Proposers may review a sample of SHA's HAP contract language that will form the basis for any contract executed based on this solicitation. See Attachment A – Sample HAP Contract
- 10) **Insurance:** The following are the insurance requirements that will be included in the contract executed based on this RFP:

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

Failure of the Housing 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.

A. General Insurance Requirements:

1. Prior to undertaking any work under this Contract, the Housing 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 Housing Provider, its agents, representatives, employees and/or subcontractors.
2. The Housing 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 Housing 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 Housing 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.

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

1. Commercial General Liability Insurance. Commercial General Liability (CGL) insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and

\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Housing Provider's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Housing 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/disease

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

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

Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the Housing 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 Housing Provider is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the Housing 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.

4. Pollution Liability (PL) – When project scope of work includes any of the items below, the Housing Provider will provide a Pollution Liability policy against claims for bodily injury, property damage and cleanup costs/environmental damages arising from pollution conditions caused in the performance of covered operations when:

- a. The Work involves remediation, abatement, repair, maintenance or other work with asbestos containing materials, lead-containing products (paint, coatings, components), mercury, underground storage tanks, and/or other hazardous materials. A PL policy specifically covering these exposures shall be required from the Housing Provider and the sub-consultant performing such work.
- b. The Work involves the transporting hazardous materials or waste, a separate policy or endorsement to the PL policy specifically providing coverage for liability and cleanup, arising from an upset or collision during transportation of hazardous materials is required from the Housing Provider or sub-consultant performing such work.

\$1,000,000 each Claim

5. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Housing Provider's profession. Coverage should be for a professional error, act, or omission arising out of the scope of work as described in Attachment A – Scope of Work, with the following minimum coverage:

\$1,000,000 each Claim

If the Professional Liability Insurance policy is written on a claims-made form, the Housing Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three (3) years from the date of completion of the work authorized by the Contract. In the event that the Housing 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.

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

of electronic information, extortion and network security. This coverage can be either stand alone or be included within Professional liability policy.

\$1,000,000 each Occurrence

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

\$1,000,000 per claim / aggregate

- C. Owner As Additional Insured: All liability policies except Professional Liability and Workers Compensation shall be endorsed to include Owner as additional insured on a primary and non contributory basis for Work performed in accordance with the Contract documents, and all insurance certificates shall evidence the Owner as additional insured.
- D. Waiver of Subrogation: Housing Provider's policy shall provide waiver of subrogation by endorsement or otherwise.
- E. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Housing Provider's liability to the Owner. Payment of deductibles shall be the responsibility of the Housing Provider for all risk claims to the extent damage is not caused by the negligent acts of the Housing Provider or any sub contractor.
- F. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Housing Provider or of any of their respective insurers. The Housing Provider shall include the Owner an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Housing Provider whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Housing Provider are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Housing Provider specifies lower minimum limits than those specified for or maintained by the Housing Provider.
- G. Proof of Insurance and Insurance Expiration:
1. The Housing 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 Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Housing Provider. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
 3. As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.

4. The Housing Provider shall include all subcontractors at any tier as insureds, and ensure that the Housing Provider's coverage of subcontractors under the Housing Provider's policies is not excluded by any policy provision or endorsement. Alternatively, the Housing Provider shall:
 - a.) Obtain from each subcontractor not insured under the Housing 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 (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
 5. The Housing Provider's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to SHA, except that SHA shall receive written notice ten (10) days prior to cancellation due to non-payment. The Housing Provider shall not permit any required insurance coverage to expire during the term of this Contract.
 6. Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.
- H. 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.
- I. Criminal Background Investigation: The Housing 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 vulnerable population. In addition, a criminal investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall, at a minimum, include Washington State Patrol background report. In the event a background check provides evidence of a felony conviction that information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony that affects the person's ability to perform, the Housing Provider agrees to replace such person with an individual acceptable to SHA if requested by SHA,.

CONTRACT SAMPLE

**ATTACHMENT A
SAMPLE**

**SEATTLE HOUSING AUTHORITY
PROJECT BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM**

**HOUSING ASSISTANCE PAYMENTS CONTRACT
Type of Units
PART 1**

I. CONTRACT INFORMATION

A. Contents of Contract

This is a “Housing Assistance Payment” contract (“HAP Contract” or “HAP”) between the Housing Authority of the City of Seattle, a public body corporate and politic (hereafter “Seattle Housing Authority” or “SHA”) and OWNER (“Owner”), a Washington State ORG TYPE. The HAP Contract consists of Part 1, Part 2, and exhibits listed in paragraph III below. The HAP Contract applies to the DEVELOPMENT NAME, a development consisting of # dwelling units located at ADDRESS in Seattle, Washington (hereafter the “Premises”). Under the HAP Contract, housing assistance payments shall be made to not more than NUMBER (#) units located at the Premises (hereafter the “Contract Unit(s)”).

B. Effective Date of HAP Contract

For all Contract Units, the effective date of the HAP Contract is **DATE**. Payment for each unit is governed by the terms and conditions below.

C. Term of HAP Contract

1. The term of the HAP Contract for any unit begins on the effective date of the HAP Contract.
2. Length of Term
 - a. Subject to continued Federal funding and Sections XII, XIII, and XIV below, the initial term of the HAP Contract for any unit is fifteen (15) years for initial term with five (5) five-year renewal increments not to exceed forty (40) years, subject to mutual agreement.
 - b. Notwithstanding sections XII, XIII, and XIV below, the length of term of the HAP Contract for any unit may not be less than one year, nor more than forty years.
 - c. The length of the term shall be subject to availability, as determined by HUD, or by SHA, in accordance with HUD requirements, including sufficient appropriated funds (Budget authority), as provided in

appropriations acts and in SHA's annual contributions contract (ACC) with HUD, to make housing assistance payments in accordance with the HAP Contract.

- d. If sufficient appropriated funds are not available, or for other good cause, SHA may terminate the HAP Contract upon 60 days notice to the owner.

D. Occupancy and Payment

1. Payment for occupied units

- a. SHA shall issue housing assistance payments to the Owner for the months during which a Contract Unit is leased and occupied by an Eligible Family during the term of this HAP Contract. Eligible Families are defined in Part 2 of this contract. Eligible Families are **Veterans Affairs Supportive Housing (VASH)** households as defined in Part 2 of this contract.
- b. Except for vacancy payments as provided in Paragraph 2 below, if an assisted family vacates or abandons the Contract Unit, SHA will not make any housing assistance payments to the Owner for any month after the month when the family moves out.

2. Vacancy payment

If an assisted family vacates the Contract Unit leased and occupied by the family, SHA agrees to continue housing assistance payments to the Owner up to 80% of Contract Rent for a vacancy period that begins on the date the tenant moves out to the end of the month and if funds are available, such rent may be extended up to thirty (30) days thereafter provided:

- a. The Owner gives SHA prompt notice within five (5) business days of the vacancy.
- b. The vacancy is not the fault of the Owner; and
- c. The Owner demonstrates to the satisfaction of SHA that the Owner has taken every reasonable action to minimize the likelihood and length of the vacancy.
- d. Request for vacancy loss payments must be made in the form and manner required by SHA.

3. Damages or Debt of Tenant Family

- a. Owner agrees that SHA is not responsible for family damage or debt to Owner.

- b. Except as provided in this paragraph D (Occupancy and Payment), SHA will not make any other payments to the Owner under the HAP Contract. SHA will not make payments to Owner for any damages to the unit, or for any other amounts owed by an Eligible Family under the family's lease.

E. Notice

Notice to SHA shall be as follows:

Andrew Lofton, Executive Director
Seattle Housing Authority
Attn: Lisa Wolters, Director of Rental Assistance Programs
190 Queen Anne Ave N
PO Box 19028
Seattle, WA 98109-1028

Notice to Owner shall be as follows:

OWNER NAME AND ADDRESS WITH ATTN: NAME

The notice provision above may be changed by providing written notice to each party of this agreement.

II. PURPOSE

- A. This HAP Contract is between SHA and the Owner.
- B. The purpose of the HAP Contract is to provide housing assistance payments for Eligible Families who lease Contract Units from the Owner that comply with HUD Housing Quality Standards (HQS).
- C. SHA must make housing assistance payments to the Owner in accordance with this HAP Contract for Contract Units leased and occupied by Eligible Families during the HAP Contract term. HUD provides funds to SHA to make housing assistance payments to Owners for Eligible Families.

III. ENTIRE AGREEMENT

The HAP Contract, HUD regulations, applicable laws, , SHA’s Housing Choice Voucher Administrative Plan and the exhibits attached hereto, constitutes the entire agreement between SHA and the Owner. Owner must agree to any changes in this agreement that are mandatory under the HUD program or the Owner must notify SHA that it is opting out of this agreement as contemplated in Section C, above. No changes in the HAP Contract may be made except in writing by both the Owner and SHA.

Exhibits included in this agreement are as follows:

- Exhibit A: Description of Contract Units;
- Exhibit B: Services, Maintenance and Utilities to be provided by Owner;
- Exhibit C: Occupancy Standards or Subsidy Standards;
- Exhibit D: Tenancy Addendum.

IV. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract to any other document including, but not limited to proposals submitted by the owner, this Contract shall take precedence. In the event of a conflict between this contract and HUD regulations, HUD regulations shall take precedence. In addition, any provisions or exhibits that are not expressly acknowledged and accepted by SHA are not binding on SHA pursuant to this Contract.

SEATTLE HOUSING AUTHORITY

OWNER NAME

BY: _____

BY: _____

Andrew Lofton
Executive Director

Print Name

Print Title

DATE: _____

DATE: _____

**PROJECT-BASED ASSISTANCE
HOUSING CHOICE VOUCHER PROGRAM**

HOUSING ASSISTANCE PAYMENTS CONTRACT

PART 2

I. DEFINITIONS

Agreement. The Agreement, also referred to the Housing Assistance Payment Contract (“HAP”) consists of the attached, Part 1, Part 2, Exhibits, HUD regulations, SHA policies and any amendments to the Agreement or the exhibits that may later be made by the parties. This, in its entirety, is known as the “Housing Assistance Payment Contract” (“HAP”). This agreement is between the Owner and SHA.

Agreement to enter into Housing Assistance Payment Contract (“AHAP”). Agreement entered into between Owner and SHA before units are ready for occupancy due to substantial rehabilitation or new construction. See “Agreement” above.

Contract Units. The housing units covered by this HAP Contract. The Contract Units are described in Exhibit A.

Eligible Family. The persons approved by SHA, in accordance with program rules, to reside in a Contract Unit with assistance under the program. Eligible Family households for the Veterans Affairs Supportive Housing (VASH) will have actual or imputed household incomes at initial occupancy, as adjusted for family size, no greater than thirty percent (30%) of the median income for the Area Median Income (“AMI”) for the Seattle-Bellevue-Everett Primary Metropolitan Statistical Area (“PMSA”), or such other statistical area that includes Seattle that may be subsequently approved by HUD.

Eligible Family households who reside in a contract unit at the time of contract execution may have actual or imputed household incomes at initial occupancy, as adjusted for family size, no greater than fifty percent (50%) of the median income for the Area Median Income (“AMI”) for the Seattle-Bellevue-Everett Primary Metropolitan Statistical Area (“PMSA”), or such other statistical area that includes Seattle that may be subsequently approved by HUD.

HAP Contract. See “Agreement” above.

Housing Quality Standards (“HQS”). The minimum “Housing Quality Standards” identified by HUD that must be maintained by Owner and Eligible Families for the dwelling units occupied by Eligible Families receiving project-based assistance under this HAP Contract.

HUD. U.S. Department of Housing and Urban Development.

Moving to Work (“MTW”). A status of authority awarded to SHA by HUD permitting SHA exemption from certain HUD regulations which are defined in SHA’s annual MTW Plan.

Payment Standard. An amount adopted by SHA for each bedroom size that is used to determine the maximum subsidy amount to be paid by SHA on behalf of an Eligible Family.

Premises. The building or complex in which a Contract Unit is located, including common areas or grounds.

Principal or interested party. A management agent and/or other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP Contract, or in any proceeds or benefits arising from the Agreement or HAP Contract.

Program. Project-based assistance under SHA’s Policies for Project Basing Housing Choice Voucher subsidy.

Rent to Owner. The total monthly rent payable to the Owner under the Owner/Tenant lease for a Contract Unit. Rent to Owner includes payment for any housing services, maintenance, and utilities to be provided by the Owner in accordance with the lease. The Rent to Owner approved by SHA is computed as the reasonable rent as determined by SHA including all utilities and reasonable project operating expenses attributable to each Contract Unit.

SHA. The Housing Authority of the City of Seattle, a body corporate and politic also referred to herein as the Seattle Housing Authority (“SHA”).

Tenant Rent. The portion of the Rent to Owner payable by the Eligible Family, as determined by SHA in accordance with HUD and/or SHA rent policies.

II. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

A. Amount of Initial Rent to Owner

The initial Rent to Owner is adjusted in accordance with Part II, Section III of the HAP Contract, the Rent to Owner for each bedroom size (number of bedrooms) is listed in Exhibit A.

B. SHA Rent Requirements

1. Notwithstanding any other provision of the HAP Contract, the Rent to Owner may in no event exceed the amount authorized by SHA policies.
2. SHA has the right to reduce the Rent to Owner, at any time, to correct any errors in establishing or adjusting the Rent to Owner in accordance with SHA requirements. SHA may recover any overpayment from the Owner.

C. SHA Payment to Owner

1. Each month SHA will make a housing assistance payment to the Owner for a Contract Unit under lease to and occupied by an Eligible Family accepted in accordance with the HAP Contract.
2. The monthly housing assistance payment to the Owner for a Contract Unit is equal to the amount by which the Rent to Owner exceeds the Tenant Rent.
3. Payment of the Tenant Rent is the responsibility of the Eligible Family. SHA is not responsible for paying any part of the Tenant Rent, or for paying any other claim by the Owner against an Eligible Family. SHA is only responsible for making housing assistance payments to the Owner on behalf of a family in accordance with the HAP Contract.
4. The Owner will be paid the housing assistance payment under the HAP Contract on or about the first day of the month for which the payment is due, unless the Owner and SHA agree on a later date.
5. To receive housing assistance payments in accordance with the HAP Contract, the Owner must comply with all the provisions of the HAP Contract. Unless the Owner complies with all of the provisions of the HAP Contract, the Owner does not have a right to receive housing assistance payments.
6. If SHA determines that the Owner is not entitled to the payment or any part of it, SHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner, including amounts due under any other housing assistance payments contract.
7. The Owner will notify SHA promptly of any change of circumstances that will affect the amount of the monthly housing assistance payment. If there is not prompt notification by the Owner, the Owner will return any payment within 10 days of the receipt of such payment or within 10 days of a demand from SHA for the return of the funds, that does not conform to the changed circumstances.
8. The Owner will notify SHA if payment is not received within five (5) days of the due date.

D. Termination of Assistance for Family

SHA may terminate the housing assistance payments for an Eligible Family under the HAP Contract in accordance with HUD or SHA requirements. SHA must notify the Owner in writing of its decision to terminate housing assistance payments. If the family continues to reside in the unit, the housing assistance payment shall terminate at the end of the calendar month that follows the calendar month in which SHA gives such notice to the

Owner. If the family has already vacated the unit assistance will terminate on the last day of the month.

III. ADJUSTMENT OF RENT TO OWNER

A. SHA Determination of Adjusted Rent

During the term of the HAP Contract, SHA shall periodically adjust the amount of Rent to Owner upon the Owner's request to SHA, in accordance with law and HUD and SHA requirements, including adjustment factors published by HUD. Rent adjustments may not be made more than once annually, or for such longer term as SHA and Owner may mutually agree. Owner must request the rent adjustment in writing. If approved, as contemplated below in the Section at E, the effective date of the rent adjustment shall be the annual date of the last rent adjustment or 60 days after the owner's written request, whichever is later. Owner may request that the rent be adjusted based on Owner's actual budget for the twelve month period prior to the effective date of the rent adjustment, provided however, that in no case shall the gross rent (rent and any utility allowance for utilities paid by the Tenant), as adjusted, exceed the Payment Standard or the market rent for comparable unassisted units, whichever is lower.

B. Maximum Rent

Rent to Owner for each Contract Unit, as adjusted from time to time by SHA in accordance with this section, may at no time exceed reasonable rent, as determined by SHA, nor exceed the reasonable rent charged by other landlords for comparable units in the private unassisted market.

C. No Special Adjustments

SHA will not make any special adjustments of rent to the Owner except as may be provided in policies adopted by the SHA Board of Commissioners from time to time.

D. Owner Compliance with HAP

SHA shall not approve, and the Owner shall not receive, any increase of Rent to Owner unless all Contract Units are in accordance with the Housing Quality Standards, and the Owner has complied with the terms of the assisted leases and the HAP Contract. The Owner is obligated to provide information and documentation, as requested by SHA, to determine compliance with the HAP Contract.

E. Notice of Rent Adjustment

Rent to Owner shall be adjusted by written notice by SHA to the Owner in accordance with this section. Such notice shall specify the effective date(s) of the adjusted rent. Such notice constitutes an amendment of the rents specified in Exhibit A.

IV. OWNER RESPONSIBILITY

The Owner is responsible for:

1. Performing all management and rental functions for the Contract Units.
 - a. Create, maintain, and adhere to tenant selection policies and procedures in accordance with HUD requirements, guidance and SHA policies.
 - b. Enforce tenant obligations under the lease.
 - c. Pay for utilities and housing services (unless paid for by the Eligible Family under the lease).
 - d. Collect from the tenant:
 1. Any security deposit;
 2. The Tenant Rent; and
 3. Any charge for unit damage by the family.
2. Completing a family briefing with each Eligible Family at admission, and as often as needed throughout tenancy, according to HUD requirements.
3. Gathering and submitting all documentation necessary for Eligible Family certifications that will enable SHA to determine the amount of the subsidy and tenant rent in accordance with SHA policies and procedures.
4. Providing all lease violation notices issued to the Eligible Family to SHA, upon request.
5. Providing all information and documentation requested by SHA with regards to the HAP Contract and Contact Units, as may be requested from time to time.

V. OWNER CERTIFICATIONS

The Owner certifies that at all times during the term of the HAP Contract:

1. All Contract Units are in good and tenantable condition and the Owner is maintaining the Premises and all Contract Units in accordance with state and local laws and HQS.

2. The Owner is providing all the services, maintenance, and utilities as agreed to under the HAP Contract and each lease with the assisted families.
3. Each Contract Unit for which the Owner is receiving housing assistance payments is leased to an Eligible Family, and the lease is in accordance with the HAP Contract and HUD requirements.
4. To the best of the Owner's knowledge, the members of the Eligible Family residing in each Contract Unit (for which the Owner is receiving housing assistance payments) is the sole residence of each and all family members.
5. The Owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of an Eligible Family residing in a Contract Unit (including relations by adoption or marriage), and if there is any relationship, Owner will fully disclose the relationship to SHA, prior to the family taking occupancy, for SHA to make a written decision as to whether the family is Eligible based on the relationship.
6. The amount of the housing assistance payment is the correct amount due under the HAP Contract.
7. The Rent to Owner for each Contract Unit does not exceed rents charged by the Owner for other comparable unassisted units.
8. Except for the housing assistance payment and the Tenant Rent as provided under the HAP Contract, the Owner has not received and will not receive any payments or other consideration from the Eligible Family, SHA, HUD, or any other public or private source for rental of the Contract Unit.
9. The Contract Units and Premises have an automatic sprinkler system or smoke detectors in proper condition in compliance with the Fire Administration Authorization Act of 1992.
10. The Contract Units and Premises are in compliance with the Lead-Based Paint regulations at 24 CFR Part 35.

VI. CONDITION OF UNITS

A. Owner Maintenance and Operation

1. The Owner must maintain and operate the Contract Units and Premises to provide safe, decent, and sanitary housing in accordance with state and local laws, and Housing Quality Standards, including the performance of ordinary and extraordinary maintenance.

2. The Owner must provide all the services, maintenance, and utilities set forth in Exhibit B and as provided in the lease with each Eligible Family. The Owner must provide to SHA thirty (30) days written notice of any requested changes to Exhibit B. SHA shall provide written notice of approval, denial or modification of the Owner's requested modification within twenty (20) business days of SHA receipt of Owner's notice. If approved or modified, SHA's notice of approval or modification of Owner's request shall constitute an amendment to the terms of Exhibit B.

B. SHA Inspection

1. SHA shall complete inspections on all Contract Units. No HAP payment may be made for any Contract Unit until SHA has certified that the unit meets HQS.
2. SHA may inspect the Contract Units and the Premises any time SHA deems necessary to assure that the Contract Units and Premises are in accordance with the Housing Quality Standards and that the Owner is providing the maintenance, utilities, and other services in accordance with the leases and the HAP Contract.

C. Units not Safe, Decent, and Sanitary

If SHA determines a Contract Unit is not in accordance with the HQS, SHA may exercise any of its remedies under the HAP Contract for all or any Contract Units. Such remedies include abatement or reduction of housing assistance payments, or termination of the HAP Contract. SHA may exercise any such contractual remedy respecting a Contract Unit even if the Eligible Family continues to occupy the unit.

D. Maintenance and Replacement – Owner's Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building as established by the Owner.

VII. LEASING CONTRACT UNITS

A. Selection of Tenants

1. During the term of the HAP Contract, the Owner must lease all Contract Units to Eligible Families. SHA must determine family eligibility in accordance with HUD requirements. Eligible Family households are defined in Part 2, I., (Definitions Section).
2. The Contract Unit leased to each Eligible Family must be appropriate for the size of the Eligible Family under SHA's Subsidy Standards which are incorporated as Exhibit C.

3. If a Contract Unit was occupied by an Eligible Family at the time the unit was selected by SHA, or is so occupied on the effective date of the HAP Contract, and the unit is not the appropriate size, the Owner must offer the family the opportunity to lease the appropriately-sized Contract Unit with assistance under the HAP Contract, when an appropriate sized unit becomes available.
4. The Owner is responsible for screening and selecting tenants. Families referred by SHA must be given consideration for an available unit if a Contract Unit or placed on the Owner's waitlist as of the date of the Eligible Family's application for housing at SHA.

B. Vacancies and Substitution of Units

1. The Owner must promptly notify SHA of any vacancy in a Contract Unit.
2. The Owner must rent vacant Contract Units to Eligible Families based on its written selection policies and procedures or who are referred to Owner by SHA.
3. SHA and the Owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.
4. If extended vacancies occur (vacancies of 120 days or more), SHA may give notice to the Owner amending Exhibit A of this HAP Contract to reduce the number of Contract Units by subtracting the number of Contract Units that have been vacant for a period of 120 or more days.
5. Owner may request to substitute Contract Unit(s) (the "Substitute Units") by submitting a written request to SHA at least thirty (30) days prior to the date of Owner's proposed unit substitution. Contract Units may only be exchanged for units of like type. Substitute Units must be comparable in size, location, fixtures and amenities and be otherwise acceptable to SHA, and the substituted unit(s) must meet HQS and SHA must issue written approval to landlord before the substitution is allowed. SHA reserves the right to deny any request for substitution of units for good cause. SHA notice of approval of substituted Contract Units shall constitute an amendment to Exhibit A.

IX. TENANCY

A. Lease

The lease between the Owner and each Eligible Family must be in accordance with HUD requirements, and include the "Tenancy Addendum" attached hereto. This addendum shall be attached to the lease between the Owner and Eligible Family. This form is incorporated as Exhibit D.

The lease must include an exhibit that provides a list of any landlord services that may incur additional fees, and must include the fee for such services. The service fees must be customarily charged by landlord to all residents when services are rendered, and can not be charges exclusive to tenants who participants in the Housing Choice Voucher program. The list may be updated from time to time as reasonably necessary to reflect additional services or updated charges.

B. Termination of Tenancy

1. The Owner may only terminate a tenancy in accordance with the lease, HUD requirements, and state and local landlord-tenant laws including RCW 59.12, RCW 59.18 and SMC 22.206.160C, as applicable and as amended.
2. The Owner must provide a copy of any notice of lease violation or eviction notice served to the tenant when requested by SHA. “Notice of lease violation” or “eviction notice” means any notice that tenant violated their lease and that the continuing conduct will result in the termination of the lease, or a notice to vacate, or a complaint, or other initial legal pleading used to commence an eviction action under State or local law.

C. Family Payment

1. Rent payable to Owner by the Eligible Family (“Tenant Rent”) will be determined by SHA in accordance with HUD requirements or the SHA Housing Choice Voucher Rent Policy adopted under SHA’s Moving to Work Agreement with HUD (See MTW Definition at Part 2, Section 1). The amount of the Tenant Rent is subject to change during the term of the assisted tenancy. Any changes in the amount of the Tenant Rent will be effective on the date stated in the notice by SHA to the family and the Owner.
2. The amount of the Tenant Rent as determined by SHA is the maximum amount the Owner may charge and collect from the Eligible Family for rent of a Contract Unit, including all housing services, maintenance, and utilities to be provided by the Owner in accordance with the HAP Contract and the lease.
3. Unless tenant’s rental assistance has been terminated by SHA, the Owner may not demand or accept any rent payment from the tenant in excess of the Tenant Rent as determined by SHA. The Owner must immediately return or credit any excess rent payment paid by tenant to the tenant.
4. Unless the tenant’s rental assistance has been terminated by SHA, the Eligible Family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted family for non-payment of the SHA housing assistance payment.

D. Other Owner Charges

1. The lease may not require the tenant or Eligible Family members to pay charges for meals or supportive services. Non-payment of such charges is not ground for termination of tenancy.
2. The Owner may not charge the tenant or family members extra money for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenants in the Premises.

E. Security Deposit

1. The Owner may collect a security deposit from the Eligible Family.
2. The Owner must comply with HUD and SHA requirements and state and local law, which may change from time to time, regarding security deposits from a tenant.
3. When the family moves out of a Contract Unit, the Owner, subject to State and local law, may use the security deposit, including interest on the deposit, in accordance with the lease, as reimbursement for any unpaid Tenant Rent, damages to the unit, or other amounts which the Eligible Family owes under the lease. The Owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Owner, the Owner must promptly refund the full amount of the balance to the family.
4. If the security deposit is not sufficient to cover amounts the Eligible Family owes under the lease, the Owner may seek to collect the balance from the tenant.

IX. OVERCROWDED

Except as stated below, SHA will not allow an addition to the household if it would cause the family to exceed SHA's or Owner's maximum occupancy standards, unless the addition is necessitated by natural birth, adoption or court-awarded custody to an existing member of the household. If SHA determines that a Contract Unit is not safe, decent, or sanitary because of an increase in the family size, which causes the unit to be overcrowded, the Owner must offer the Eligible Family a suitable unit as soon as one becomes vacant and ready for occupancy, and the Owner must require the family to move. If there are not units in the project large enough for the Eligible Family, SHA may issue a tenant-based voucher to the family as soon as a voucher is available, if the family is still eligible for such assistance, to enable it to move to a unit of appropriate size.

X. PROHIBITION OF DISCRIMINATION

1. The Owner may not refuse to lease Contract Units to, or otherwise discriminate against any person or Eligible Family in the leasing of a Contract Unit, because of race, color, creed, religion, sex, national origin, disability or familial status (i.e., because a family includes children).
2. The Owner may not refuse to lease Contract Units to, or otherwise discriminate against any person or Eligible Family in leasing a Contract Unit because members of the Eligible Family are unwed parents, pregnant women, children born out of wedlock, or recipients of public assistance.
3. In addition to this Agreement, the Owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3610-3619) and implementing regulations at 24 CFR parts 100, et seq.; Executive Orders 11063, 12259, and 12892 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d – 2000d-4) (prohibition of discrimination in Federally-assisted programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101 – 6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (prohibition of discrimination because of disability) and implementing regulations at 24 CFR part 8; Executive Orders 11625, 12138, and 12432 (promoting minority and women’s business enterprise); title II of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) (prohibition of employment discrimination because of disability) and the fair housing advertising poster guidelines at 24 CFR part 110.
4. SHA and the Owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.
5. This provision shall not be interpreted to limit the ability of any Agency chartered or organized for the purpose of serving individuals or groups with particular disabilities, from serving people with those disabilities, provided that the Agency may not discriminate between its disabled clients on the basis of age, race, sex, religion or any status listed in this subsection.

XI. SHA DEFAULT AND HUD REMEDIES

If HUD determines that SHA has failed to comply with the HAP Contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of SHA’s rights under the HAP Contract, HUD may assume SHA’s rights and obligations under the HAP Contract, and may perform the obligations and enforce the rights of SHA under the HAP Contract.

XII. OWNER DEFAULT AND SHA REMEDIES

A. Owner Default

Any of the following is default by the Owner under the HAP Contract:

1. The Owner failed to comply with any obligations under the HAP Contract, including the Owner's obligations to maintain all Contract Units in accordance with Housing Quality Standards.
2. The Owner has violated any obligations under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The Owner has committed any fraud or made any false statement to SHA or HUD in connection with the Agreement or HAP Contract.
4. The Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with a Federal housing assistance program.
5. If the property where the Contract Units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD:
 - a. The Owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement, or
 - b. The Owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. If the Owner has engaged in any drug-related criminal activity or any violent criminal activity.
7. If the Owner has refused to take action to compel the family to submit required documentation or comply with other Housing Choice Voucher Program obligations.
8. If the Owner has refused to take action to terminate the tenancy for activities engaged in by the tenant or any member of the tenant's household, any guest, or any other person under the control of any member of the household that:
 - a. Threatens the health, or safety or, right to peaceful enjoyment of the Premises by other tenants or employees of SHA, Owner, or other manager of the housing;
 - b. Threatens the health, or safety or, right to peaceful enjoyment of the Premises of the residences by, persons residing in the immediate vicinity of the Premises;

- c. Is involved in drug related or violent criminal activity.

B. SHA Remedies

1. If SHA determines that a breach has occurred, SHA may exercise any of its rights or remedies under the HAP Contract.
2. SHA must notify the Owner in writing of such determination. The notice by SHA to the Owner may require the Owner to take corrective action (as verified by SHA) by a time prescribed in the notice.
3. SHA's rights and remedies under the HAP Contract are cumulative and include all remedies available at law or in equity including, but not limited to specific performance, the recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP Contract.

C. SHA Remedy is not Waived

SHA's exercise or non-exercise of any remedy for Owner's breach of the Agreement or the HAP Contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

XIII. TERMINATION OF HAP CONTRACTS FOR WRONGFUL SELECTION OF CONTRACT UNITS

Notwithstanding the provisions stated in Part I, Section C (2)(d), the HAP Contract may be terminated upon at least 30 days written notice to the Owner by SHA or HUD if SHA or HUD determines that the Contract Units were not eligible for selection in conformity with HUD requirements.

XIV. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD AND SHA

A. Required Information

The Owner must prepare and furnish any information pertinent to the HAP Contract as may reasonably be required from time to time by SHA or HUD. The Owner shall furnish such information in the form and manner required by SHA and HUD.

B. SHA and HUD Access to Premises

Subject to the notice requirements in the Landlord-Tenant Act, the Owner must permit SHA or HUD or any of their authorized representatives to have access to the Premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner to the extent necessary to determine compliance with the

HAP Contract, including the verification of information pertinent to the housing assistance payments or the HAP Contract.

XV. SHA AND OWNER RELATION TO THIRD PARTIES

A. Injury Because of Owner Failure to Act

SHA has no responsibility for or liability to any person injured as a result of the Owner's action or failure to act in connection with the implementation of the HAP Contract, or as a result of any other action or failure to act by the Owner.

B. Legal Relationship

The Owner is not the agent of SHA. The HAP Contract does not create or affect any relationship between SHA and any lender to the Owner or any suppliers, employees, contractors, or subcontractors used by the Owner in connection with the implementation of the HAP Contract.

C. Exclusion of Third Party Claims

Nothing in the HAP Contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP Contract, or to assert any claim against HUD, SHA, or the Owner under the HAP Contract.

D. Exclusion of Owner Claims against HUD

Nothing in the HAP Contract shall be construed as creating any right of the Owner to assert any claim against HUD.

XVI. CONFLICT OF INTEREST

A. Interest of Members, Officers, or Employees of SHA, Members of Local Governing Body, or Other Political Officials

1. No present or former member or officer of SHA (except tenant-commissioners), no employee of SHA who formulates policy or influences decisions with respect to the Housing Choice Voucher Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the Housing Choice Voucher Program, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP Contract or the Agreement.
2. This provision may be waived by HUD for good cause.

B. Disclosure

The Owner has disclosed to SHA any interest that would be a violation of the Agreement or the HAP Contract. The Owner must fully and promptly update such disclosures.

C. Interest of Member of or Delegate to Congress

No member of or delegate to the Congress of the United States of American or resident-commissioner shall be admitted to any share or part of this Contract or to any benefits arising from the HAP Contract.

XVII. EXCLUSION FROM FEDERAL PROGRAMS

A. Federal Requirements

The Owner must comply with and is subject to requirements of 24 CFR part 24, concerning debarment, suspension, and limited denial of participation.

B. Disclosure

The Owner certifies that:

1. The Owner has disclosed to SHA the identity of the Owner and any principal or interested party.
2. The owner has disclosed, if any, any family relationship as required herein Part II, Section V(5), and any conflict of interest relationship as identified in Part II, Section XVI.
3. Neither the Owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

IIXX. TRANSFER OF THE CONTRACT OR PROPERTY

A. When Consent is Required

1. The Owner agrees that neither the HAP Contract nor property where the contract units exist may be transferred without the advance written consent of SHA in accordance with HUD requirements.
2. "Transfer" includes:
 - a. Any sale or assignment or other transfer of Ownership, in any form, of the HAP Contract or the property;
 - b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP Contract;

- c. The creation of a security interest in the HAP Contract or the property;
 - d. Foreclosure or other execution on a security interest; or
 - e. A creditor's lien, or transfer in bankruptcy.
3. If the Owner is a corporation, partnership, trust, or joint venture, the Owner is not required to obtain advance consent of SHA pursuant to paragraph 1. above for transfer of a passive or non-controlling interest in the Ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP Contract or the property. The Owner must obtain advance consent pursuant to paragraph 1. above for a transfer of any interest of a general partner.

B. Transferee Assumption of HAP Contract

No transferee (including the holder of a security interest, the security holder's transferee, or successor in interest, or transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP Contract, or to exercise any rights or remedies under the HAP Contract, unless SHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to SHA in accordance with HUD requirements, to assume the obligations of the Owner under the HAP Contract, and comply with all the terms of the HAP Contract.

C. Effects of Consent to Transfer

1. The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.
2. SHA's consent to transfer the HAP Contract or the property does not change the terms of the Contract in any way, and does not change the rights or obligations of SHA or the Owner under the HAP Contract.
3. SHA's consent to transfer the HAP Contract or the property to any transferee does not constitute consent to any further transfers of the HAP Contract or the property, including further transfers to any successors or assigns of an approved transferee.

D. When Transfer is Prohibited

SHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

IXX. OWNER DISCLOSURE OF OTHER GOVERNMENT ASSISTANCE

- A. The Owner must disclose immediately to SHA its receipt of any operating assistance or subsidy from the Federal Government, a State, or unit of general local government, or any agency or instrumentality thereof that is made available, or is expected to be made available, with respect to the Contract Units. This disclosure must occur prior to entering into the HAP Contract and at any such time during the life of the HAP contract that operating funding sources may change. Such related assistance includes but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance, collectively referred to herein as “subsidies”.
- B. SHA reserves the right to adjust the amount of the housing assistance payments to take into account other related housing subsidies and benefits in accordance with HUD requirements.
- C. The rents listed in Exhibit A of this contract are subject to a subsidy layering review as required by HUD. In the event that these contract rents are greater than allowable (according to the subsidy layering review) SHA reserves the right to retroactively reduce the rents and recover, from the owner, any excess amounts paid, either in a lump sum or recouped by SHA from future payments SHA issues to the owner.

XX. OWNER LOBBYING CERTIFICATIONS

- A. The Owner certifies, to the best of Owner’s knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Owner must complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- B. This certification by the Owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

XXI. NOTICES AND OWNER CERTIFICATIONS

1. Where the Owner is required to give any notice to SHA pursuant to the HAP Contract, such notice must be in writing, and must be given in the form and manner required by SHA.
2. Any certification or warranty by the Owner pursuant to the Contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

XXIII. COMMUNICATION AND MEDIA

Owner shall identify and acknowledge SHA as a funding partner in all public releases of information and other communications, including but not limited to Owner and/or property's website and any media releases regarding the property.

XXII. HUD REQUIREMENTS

This HAP Contract must be interpreted and implemented in accordance with the Housing Choice Voucher Project Based Policy adopted by the SHA Board of Commissioners, and as may be amended from time to time, and all statutory requirements and HUD requirements not modified by the SHA Policy as authorized under SHA's Moving to Work contract with HUD, during the term of the HAP Contract. The Owner agrees to comply with all such requirements.

DESCRIPTION OF CONTRACT UNITS

EXHIBIT A

SHA Increment # **TBD**

Effective date: **TBD**

Description of Change: **SAMPLE EXHIBIT A**

Address of all units:

UNIT#	# of BR	BLDG TYPE	RENT TO OWNER	UTILITY ESTIMATE	GROSS RENT
TBD					
TBD					
TBD					
TBD					
TBD					
TBD					
TBD					
TBD					
TBD					
TBD					

Description of Utilities:

Water, sewer and garbage are covered in the rent; heat (electric) and other electricity are paid by the tenant. Equipment provided includes refrigerator, stove and dishwasher. Laundry facilities are available on-site. Building is XX stories.

Minimum Tenant Rent for all units: **TBD**

EXHIBIT B

BUILDING NAME
SERVICES, MAINTENANCE AND UTILITIES TO BE PROVIDED BY OWNERS

The OWNER NAME will provide all management and maintenance services at DEVELOPMENT NAME. The cost of OWNER PAID UTILITIES is included in the rent. Maintenance will be performed so that the housing units and common areas are maintained in accordance with Seattle Housing Authority's and HUD's Housing Qualities Standards (HQS) at all times.

Management responsibilities include advertising vacancies, leasing units, collecting rents, maintaining security, assuring compliance with building rules, and carrying out necessary evictions – all in accordance with the requirements of the Housing Assistance Payments (HAP) Contract and applicable state and local laws.

No supportive services are budgeted or provided within the HAP Contract. However the Owner aspires to provide the services delineated in the application for this Project Based contract.

Utility Type for the subsidized units: Water, sewer and garbage is covered in the rent; heat and electricity are paid by the tenant. Equipment provided includes refrigerator, stove and dishwasher. Laundry facilities are available on-site.

Exhibit C

SUBSIDY STANDARDS: BEDROOM SIZE OF PROJECT BASED SUBSIDY

Determining Subsidy Size [24 CFR 982.402]

SHA's standards for determining subsidy size shall be applied in a manner consistent with Fair Housing requirements and guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms subsidized, not the family's actual living arrangements.

The subsidy size is determined by the family composition, regardless of the unit size rented.

SHA does not determine who shares a bedroom/sleeping room, but there must be at least one person in the household for every bedroom subsidized.

One bedroom will generally be assigned for each two family members. SHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, Owners should assign 1 bedroom to 2 people within the following guidelines:

1. Persons of different generations, persons of the opposite sex (other than spouses or co-heads), and unrelated adults (except for same-sex domestic partners) should be allocated a separate bedroom. "Different generations" means the difference between a parent and a grandparent, a parent and a child, an aunt/uncle and a niece/nephew, etc. "Different generations" does not refer to siblings of significantly different ages. For household members of the same sex, exceptions can be made to reduce subsidy/bedroom size if there is a difference in age of 10 years or less regardless of relationship;
2. Foster children will be considered in determining unit size upon third-party verification of placement in the family using the same guidelines noted above, unless the foster agency recommends the foster child have a separate room;
3. Live-in aides will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family. A maximum of one bedroom per family will be allocated for live-in attendants, even if the family has more than one attendant;
4. Space may be provided for a child who is away at school, but who lives with the family when school is not in session;
5. A single pregnant woman with no other family members must be treated as a two-person family; and
6. Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING PROJECT BASED SUBSIDY SIZE

<u>Subsidy Size</u>	<u>Persons in Household</u>	
	Minimum Number	Maximum Number
0 Bedroom	1	2
1 Bedroom	1	4
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	14

Unit Size Selected if Different from Subsidy Size [24 CFR 982.402(c)]

The family that selects a dwelling unit of a different size than the subsidy size shall be subject to the following:

1. Subsidy Limitation: The payment standard for a family shall be the lower of:
 - a) The payment standard for the number of bedrooms allowed based on family size and composition, according to the guidelines noted above; or
 - b) The payment standard amount for the actual number of bedrooms for the unit rented by the family.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size of the family.

The owner must inform the family of the consequences of selecting a unit of a different size than the subsidy size.

Assigning a Smaller Unit Than Required

An owner may assign a family to a smaller unit size than suggested by the owners' occupancy policies if the family requests the smaller unit and if all of the following apply:

1. The family is eligible for the smaller unit based upon the number of family members, and occupancy of the smaller unit will not cause serious overcrowding;
2. The assignment will not conflict with local codes.

Assigning Larger Unit Than Required

An owner may assign a family to a larger unit than suggested by the owner's occupancy standards if one of the following conditions exists:

1. No eligible family in need of the larger unit is available to move into the unit within 60 days, the property has the proper size unit for the family but it is not currently available, and the family agrees in writing to move at its own expense when a proper size unit becomes available.
2. A family needs a larger unit as a reasonable accommodation for a family member who is a person with a disability.

However, a single person must not be permitted to occupy a unit with two or more bedrooms, except for the following persons:

1. Person with a disability who needs the larger unit as a reasonable accommodation.
2. A displaced person when no appropriately sized unit is available.
3. An elderly person who has a verifiable need for a larger unit.
4. A remaining family member of a resident family when no appropriately sized unit is available.

Change in Family Size After Initial Occupancy

After a family moves into a unit, the unit may become overcrowded or underutilized due to a change in family size.

The owner may require the family to move to a unit of appropriate size. If a unit of appropriate size is not available, the owner must not evict the family and must not increase the family's rent to the market rent.

If a family refuses to move to the correct size unit, the family may stay in the current unit and pay the market rent. The owner must not evict the tenant for refusing to move but may evict the family if it fails to pay the market rent in accordance with the lease.



Tenancy Addendum Section 8 Project Based Voucher Program

1. Section 8 Project Based Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 Project Based Voucher Program of the United States Department of Housing and Urban Development (HUD) Under the SHA Move To Work (MTW) project basing policy.
- b. The owner has entered into a Project Based Housing Assistance Payments Contract (HAP contract) with SHA under the Project Based Voucher Program as modified by SHA under its MTW authority. Under the HAP contract, SHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given SHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes this tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the Project Based Voucher Program.
- b. The composition of the household must be approved by SHA. The family must promptly inform SHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and SHA.
- c. The contract unit may only be used for residence by SHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking

activities incidental to primary use of the unit for residence by members of the family.

- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by SHA in accordance with HUD requirements as modified by SHA under its MTW Authority.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 1. The reasonable rent for the unit as most recently determined or redetermined by SHA in accordance with HUD requirements.
 2. Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by SHA housing assistance payment.
- b. Each month, SHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by SHA in accordance with HUD requirements for a tenancy under the Section 8 Project Based Voucher Program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

- d. The tenant is not responsible for paying the portion of rent to owner covered by the SHA housing assistance payment under the HAP contract between the owner and SHA. A SHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of SHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- 1. The owner must maintain the unit and premises in accordance with the Housing Quality Standards (HQS).
- 2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

a. Utilities and Appliances

- 1. The owner must provide all utilities needed to comply with the HQS.
- 2. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - a) Pay for any utilities that are to be paid by the tenant.
 - b) Provide and maintain any appliances that are to be provided by the tenant.

a. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond

normal wear and tear caused by any member of the household or by a guest.

b. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- 1. Serious or repeated violation of the lease.
- 2. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.
- 3. Criminal activity or alcohol abuse (as provided in paragraph c).
- 4. Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse.

- 1. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises).
 - b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises.
 - c) Any violent criminal activity on or near the premises.
 - d) Any drug-related criminal activity on or near the premises.
- 1. The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.

b) Violating a condition of probation or parole under federal or state law.

3. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
4. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
2. During the initial lease term or during any extension term, other good cause includes:
 - a) Disturbance of neighbors.
 - b) Destruction of property.
 - c) Living or housekeeping habits that cause damage to the unit or premises.
3. After the initial lease term, such good cause includes:
 - a) The tenant's failure to accept the owner's offer of a new lease or revision.
 - b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit.
 - c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
2. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or

occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

3. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
4. Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
5. Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
6. Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to

other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

7. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. **Eviction by Court Action.** The owner may only evict the tenant by a court action.

g. **Owner Notice of Grounds**

1. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
2. The owner must give SHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
3. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under state or local law.

9. Lease: Relation to HAP Contract. If the HAP contract terminates for any reason, the subsidy terminates automatically.

10. SHA Termination of Assistance. SHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements.

11. Family Move Out. The tenant must notify SHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. However, SHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such SHA-required restriction must be specified in the HAP contract.
- b. When the family moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or

any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with federal law and regulation, as a condition for federal assistance to the tenant and tenant's family under the Section 8 Project Based Voucher Program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give SHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless SHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 1. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
 2. If there are any changes in lease provisions governing the term of the lease.
 3. If the family moves to a new unit, even if the unit is in the same building or complex.

- a. SHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- b. The owner must request a change in the amount of rent from SHA in accordance with HAP Contract requirements.

16. Notices. Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between SHA and the owner. SHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any SHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted by Section 8.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

Move To Work. A federal program that resulted in an agreement between SHA and HUD that allows SHA to impose its own policy requirements in place of those imposed by federal regulations or statutes.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 Project Based Voucher Program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus SHA housing assistance payment to the owner.

SHA. Seattle Housing Authority

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher Program. The Section 8 Project Based Voucher Program. Under this program, HUD provides funds to SHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the Project Based Voucher Program.

FORMS TO BE COMPLETED AND RETURNED WITH PROPOSAL



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: **Greg Antoine**
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:				<u>For SHA Use Only:</u>	
Name of Business, Organization, or Name of Person (if payment is to an individual):				JDE Vendor No.	
Mailing Address for Payments:					
City:	State:	Zip Code:	E-Mail Address:		
Telephone No.:		Fax No.:		DUNS No.:	
Washington UBI No.:		City of Seattle Business License No.:		Washington Contractor's License No.:	
President/General Manager:		Principal products and/or services offered:			
Type of Organization (check one):					
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other <input type="checkbox"/>
Employee Tax ID No. (TIN) or Social Security No. (if Individual):					

Substitute IRS Form W-9 Certification:	
Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, <u>and</u> that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, <u>and</u> I am a U.S. person (including a U.S. resident alien). <i>Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</i>	
SIGN HERE →	Signature of U.S. Person
Date	

Ownership Status (check all that apply):	Racial/Ethnic Status (check one):
<input type="checkbox"/> MBE (Minority-Owned Business Enterprise) <input type="checkbox"/> WBE (Women-Owned Business Enterprise) <input type="checkbox"/> MWBE (Minority / Women-Owned Business Enterprise) <input type="checkbox"/> CBE (Combination Business Enterprise) <input type="checkbox"/> Small Business <input type="checkbox"/> HUD Section 3 Business <input type="checkbox"/> Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises) <input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	<input type="checkbox"/> Caucasian (1) <input type="checkbox"/> African American (2) <input type="checkbox"/> Native American (3) <input type="checkbox"/> Hispanic American (4) <input type="checkbox"/> Asian/Pacific American (5) <input type="checkbox"/> Hasidic Jews (6)

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

SIGN BELOW:	
Signature of Authorized Representative of Vendor:	Date:
By signing immediately above, the Vendor hereby represents the following: a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or; b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.	
To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at http://seattlehousing.org/business/guidelines/pdf/Purchase_Order_Terms_Conditions.pdf	

Vendor Fact Sheet Instructions

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

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

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

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

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

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

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks. To learn more about the program, please click [here](#) or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Brenda Mix, SHA’s Accounts Payable Manager, at 206-615-3421 or bmix@seattlehousing.org.

Small Businesses: The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women’s and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration’s established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA’s Section 3 form and whose income level meets or falls below the stated income limits.

Seattle Housing Authority
Section 3 Business Certification

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 low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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) A completed and signed Individual Certification form for each Section 3 qualified person or persons is required to be submitted.
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
4. 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. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

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

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 48,550	\$55,450	\$ 62,400	\$ 69,300	\$ 74,850	\$ 80,400	\$ 85,950	\$ 91,500
Pierce County	\$ 40,500	\$ 46,300	\$ 52,100	\$ 57,850	\$ 62,500	\$ 67,150	\$71,750	\$ 76,400

Section 3 Statement: Please check the appropriate box below.

- My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

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

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT

By signing below, the Consultant certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Consultant's Firm Name: _____

Address: _____

City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Consultant's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Consultant's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

The Prime Consultant may use this form if the Prime can verify that their Sub-Consultants named below, nor any of their principals are debarred, suspended or ineligible from involvement by an Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONSULTANT form to each sub- consultant to be completed and returned.

Prime Consultant's Name: _____ certifies that neither any of the sub- consulting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by an Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub- consultant hired after submission of this certification.
- A renewal certification for every sub- consultant on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime Consultant may elect to submit a separate certification signed by each sub- consulting firm to SHA as evidence of sub- consultant eligibility. It is the Prime Consultant's responsibility to initiate, obtain, and provide all such individual sub- consultant certifications to SHA.)

Prime Consultant's Signature	Printed Name	Title	Date

Sub- Consultant Firm Listing: (If sub- consultants are not involved in the project, please enter NONE.)

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- consultants. Please contact Greg Antoine at 206-615-3394 or by e-mail at Gregory.Antoine@seattlehousing.org if you have any questions regarding compliance with this requirement.

Certifications and Representations Of Offerors

Non-Construction Contract

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

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

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

This form includes clauses required by OMB's common rule on bidding / offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/Offerors to certify to the Has Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(Check the block applicable to you)

- | | |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Seattle Housing Authority For-Profit Subgrantee and Contractor Certifications and Assurances

NOTES:

The term "HOPE VI" used herein shall also mean "Choice Neighborhoods Implementation" (CNI) or other Federal grant funds.

The terms "Contractor(s)" and "Consultant(s)" shall also include sub-contractors and sub-consultants.

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

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C.3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in

each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

Return this form to:

Seattle Housing Authority
 Attn: Greg Antoine, Purchasing
 P.O. Box 19028
 Seattle, WA 98109-1028