

**SEATTLE HOUSING AUTHORITY (SHA)
REQUEST FOR PROPOSALS (RFP)
TENANT SCREENING SERVICES**

General Description of Project: The SHA is seeking a qualified professional firm to assist in screening applicants and residents for low-income housing programs.

Solicitation Documents: A copy of the Request for Proposals that lists the full Scope of Work and requirements for submission are found on SHA's website as follows:

<https://www.seattlehousing.org/do-business-with-us/solicitations>.

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, small businesses and veteran-owned businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

Jena Richmond
Contracts and Procurement Manager

CONSULTANT REGISTRATION FORM

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

SEATTLE HOUSING AUTHORITY

RFP Solicitation No. 5179

TENANT SCREENING SERVICE

Name of Firm: _____

Business Address: _____

Contact Information:

Name: _____

Title: _____

Telephone #: _____

Fax #: _____

e-mail: _____

Thank you.



REQUEST FOR PROPOSALS

(SOLICITATION NO. 5179)

for

TENANT SCREENING SERVICES

TABLE OF CONTENTS

| | |
|---|---|
| A. INTRODUCTION..... | 1 |
| B. SUBMITTAL REQUIREMENTS | 3 |
| C. SCOPE OF WORK..... | 4 |
| D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL AND EVALUATION CRITERIA | 4 |
| E. SELECTION PROCESS | 8 |
| F. CONTRACT NEGOTIATIONS | 8 |
| G. ADMINISTRATIVE INFORMATION | 9 |

Attachments:

A Scope of Work

B General Release of Information Form

C Price / Rates

Items / Forms to be submitted with your Proposal are listed in Section B – Submittal Requirements:

| | |
|--------------------------------|---|
| RFP Issued On: | Proposal Due: |
| Thursday, March 6, 2019 | 2:00 p.m., Monday, April 1, 2019 |

**Seattle Housing Authority
Request for Proposals (Solicitation No. 5179)**

TENANT SCREENING SERVICES

A. INTRODUCTION

- 1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified professional firm to assist SHA in screening applicants and residents for low-income housing programs. In keeping with federal requirements, this includes performing tenant-screening services to provide information to help the SHA Admissions Office staff process applications for residence in SHA housing communities and in Limited Partnership and other entities operated and managed by SHA, and for participation in the Section 8 Housing Choice Voucher program administered by SHA. SHA's tenant-screening service provider must be able to research and provide information about applicant housing history, employment history, financial history, and criminal history.

Other SHA divisions, such as the Office of General Counsel, Community Services, and the Development Department may also intermittently require background reporting services for various reasons, such as home-ownership programs, commercial property leasing, and to investigate participants alleged to be involved in fraudulent activities.

Important Information for this Solicitation:

- Solicitation Issued: **March 6, 2019**
- Deadline for Questions: **2:00 p.m. on Thursday, March 14, 2019**

Questions must be submitted to:

Purchasing@seattlehousing.org - Attention: Don Tucker

- Submittals/Proposals:

Page Limitations: Maximum of 14 single sided or 7 double sided 8½" by 11" pages in no smaller than 12 point font. The following are not included in the page limit: Cover Letter that expresses your interest in performing the work, signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf; Vendor Fact Sheet, Resumes, and other forms listed in Section B – Submittal Requirements.

Due Date: **2:00 p.m. on Monday, April 1, 2019**

- Submittal Delivery as Follows:

Submit one original and 5 hard copies of your proposal by the date and time indicated above. Proposals must be to the attention of SHA's Contact shown below and delivered to the following address:

Seattle Housing Authority
190 Queen Anne Avenue North
Seattle, WA 98109

- SHA's Contact for this RFP:

Don Tucker, Sr. Contract Administrator at Purchasing@seattlehousing.org

- 2) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 34,000 low-income people in Seattle. SHA operates according to the following Mission and Values:

Our Mission

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

Our Values

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

The mission of the Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and self-sufficiency for people with low incomes. SHA provides long-term, low-income rental housing and rental assistance to more than 34,000 people in Seattle. SHA owns and operates approximately 8,000 units at nearly 400 sites throughout the city. SHA also administers more than 10,000 Housing Choice Vouchers, enabling low-income residents to receive rental assistance throughout the Seattle housing market. SHA, an independent public corporation established in 1939, is governed by a seven-member Board of Commissioners, two of whom are SHA residents. Commissioners are appointed by the Mayor and confirmed by the City Council. More information is available at www.seattlehousing.org.

- 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.

- 4) **Women and Minority Business Enterprise (WMBE) Inclusion:** SHA requires proposers to make good-faith efforts to meet SHA's 14% aspirational WMBE goal and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team.

B. SUBMITTAL REQUIREMENTS

Questions: Questions must be in writing and sent in accordance with the instructions found in Section A – Introduction.

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 found at:

<https://www.seattlehousing.org/do-business-with-us/solicitations>.

It is the responsibility of proposers to check this website for addenda before submitting your proposal. If you are unable to download the addenda, you may e-mail SHA's contact shown in Section A – Introduction.

Pre-Submittal Meeting: No Pre-Submittal Meeting will be held. Please submit any questions in accordance with the instructions listed in Section A – Introduction.

Submittal: The deadlines given in Section A – Introduction 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.

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 if hard copies are required.*

Upon receipt of each hard copy proposal, SHA 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 prior to the deadline for submittal will become the property of the Seattle Housing Authority and will not be returned to the Proposer.

The following items/forms are to be submitted with the one original Proposal only. Do not include these items/forms with the proposal copies.

- Vendor Fact Sheet
- Section 3 Business Certification and Resident Employment Plan form
- Suspension and Debarment Compliance Certificate for Consultant and Sub-Consultants
- Certifications and Representations of Offerors (form HUD-5369-C)
- For-Profit Subgrantee and Contractor Certifications and Assurances Form

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.

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.

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 - See Attachment A – Scope of Work, attached hereto.

D. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL AND EVALUATION CRITERIA

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

- Cover Letter
- Provide resumes for the key personnel named in your Proposal (including Sub-Consultants if applicable)
- Include a list of at least three references for whom the firm or team members have performed similar work in the last five years (including agency or business name of client, contact person, address, telephone number and e-mail address if available.)
- Address each evaluation criteria listed in the Table below.

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

Consultants are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a proposal, the Consultant and any sub-consultants agree that any costs, prices, hourly rates proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a weighting point system of relative importance will be utilized to evaluate the qualifications of each proposer. Each Criterion includes a specific weighting which will be used for evaluation purposes:

| Evaluation Criteria - Qualifications | | Weighting (Max. Points) |
|---|---|--|
| 1 | Provide a detailed WMBE Inclusion Plan describing your good-faith efforts to meet the SHA aspirational WMBE goal of 14% and provide meaningful opportunities to WMBE firms to participate in the direct performance of commercially useful work as part of the proposed Project Team. Your Plan must also include, if applicable, pre-award commitments or agreements with your named WMBE and/or Project Team members' firm(s). | 22 |
| 2 | Sample report format, to be customized for SHA, in compliance with Section 2) - Report Format in Attachment A - Scope of Work. 1. Submit in your proposal a hardcopy sample report and sub-reports that include all nine (9) report-content elements as described in Section 1) a) through 1)i) in Attachment A - Scope of Work and that address the items below: | 30 |

| | | |
|---|--|----|
| | <ul style="list-style-type: none"> a. Each element is clearly labeled on each report b. Housing history background sub-report is separated c. Criminal background sub-report can be removed from full sample report, or provided as a separate report entirely if requested d. Report and sub-reports have professional, word-processed appearance with appropriate white-space e. Report and sub-reports are written in English and use good grammar and correct spelling f. Report and sub-reports are well-organized as to logical flow and grouping of information g. Report and sub-reports are comprehensible as to industry-standard terms and measurements <p>2. Submit in your proposal detailed review of your system including its functionality and capabilities.</p> <p>3. Proposers selected for interviews will be required to electronically present their system for the Seattle Housing Authority in order to demonstrate system functionality for evaluation purposes.</p> | |
| 3 | <p>Customized service packages.</p> <p>Describe your firm's experience with and ability to provide customized service packages, as requested by SHA, composed of designated combinations of the nine (9) report content elements listed in Section 1) a) through 1)i) in Attachment A - Scope of Work.</p> | 20 |
| 4 | <p>Methods of communication and transmission of information.</p> <ul style="list-style-type: none"> 1. State your firm's experience with and ability to provide each of the following items: <ul style="list-style-type: none"> a. Satisfactory evidence of security protocol for transmission, posting, and archival of information b. Back-up protocol, and alternative methods of continuing service if primary system fails c. Confidentiality protocol 2. Application procedures. For each of the items listed. below, stipulate how your firm appropriately handles information to ensure confidentiality: <ul style="list-style-type: none"> a. Your preferred method of receiving an application b. Describe other methods of receipt, if any c. Whether your firm is able to accommodate application submissions by facsimile 3. Provide a sample of your firm's hard-copy application and Release of Information form that contains information found on the SHA "General Release of Information" form (see Attachment B to this RFP). 4. Provide in your proposal a hardcopy sample of your firm's printed e-mail notification that is used to notify clients when reports are | 35 |

| | | |
|-----------------------------|---|------------|
| | complete and that contains the information requested in Section 4 in Attachment A – Scope of Work. | |
| 5 | Service level and timelines for completing reports. <ol style="list-style-type: none"> Describe your firm’s experience in and ability to produce 300 to 400 reports per month. Describe your firm’s experience with and ability to produce reports within two (2) business days for all reports (except for tenancy research report which can be 5 days if necessary). | 20 |
| 6 | Customer service. <ol style="list-style-type: none"> Customer-service philosophy: For each of the items below, describe your firm’s experience with and ability to perform the requested services as they relate to Section 6 in Attachment A - Scope of Work. <ol style="list-style-type: none"> Daily availability and accessibility of supervisory and screening staff to respond to client inquiries. Ability of and capacity to provide training on the use of your firm’s web site. Capacity to provide to SHA and its residents, as requested, written information regarding the interpretation of tenant-screening and other background reports, including industry-standard terminology, measurements, and concepts. Your firm’s stated position on responding to complaints, disputed information, and requests for information. Provide your firm’s stated position on ethical obligations in the background-reporting industry, as requested under Section 6)d) in Attachment A - Scope of Work. Describe how long your firm has been in business and also how long it has been providing the services requested under this RFP. | 25 |
| 7 | Compliance with reporting guidelines. <p>Are you able to comply with the requirements of Section 7) in Attachment A - Scope of Work. If not please provide a detailed plan with timeline for meeting these requirements.</p> | 20 |
| 8 | Price / Rates: <p>Please complete the Price / Rates form attached hereto as Attachment C – Price / Rates and <u>submit it with the original proposal only</u>. Please do not submit it with the copies.</p> | 30 |
| 9 | Race and Social Justice <p>Discuss how your agency works towards race and social justice. Describe your agency’s values and principles. Discuss how your agency demonstrates these values and principles in behaviors, attitudes, policies and structures.</p> | 20 |
| MAXIMUM TOTAL POINTS | | 222 |

If the Scope of Work is such that each proposer is pricing the same items, a Ratio of Cost process will be used where the Proposer with the lowest price receives all the possible points for price and all other Proposers receive a smaller number of points based on the ratio of their price to the lowest price proposal.

E. 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 any time during the evaluation process:

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

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

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

F. 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.

G. 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) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer is required to submit with their one original proposal, the Section 3 Business Certification and Resident Employment Plan form.

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

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3) Basic Eligibility: By submitting for this Solicitation:

- 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 Consultant shall submit to SHA a completed and signed Certifications and Representations of Offerors form (HUD-5369-C) (attached hereto) for itself.

- 4) **Payment Requirements:** Proposers should be aware that SHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and SHA approved invoice from the Consultant. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the Consultant, who must have the capacity to meet all project expenses in advance of payments by SHA.
- 5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.
- 6) **Documents Produced:** All reports 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 format. All documents and products created by the Consultant and their sub-consultants shall become the exclusive property of SHA.
- 7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- 8) **Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- 9) **For-Profit Subgrantee and Contractor Certifications and Assurances Form:** In the event that the Contract for these services includes any Federal Grant Funds, the Consultant must submit a completed and signed Certifications and Assurances Form (copy attached to this RFP) for itself and each sub-consultant, if known will be utilized on the Contract. Such form shall be submitted to SHA with the one original submittal for this RFP.
- 10) **Contract Requirements:** Proposers may review a sample of SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following link:

https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contract.pdf

SHA's standard contract document is intended to guide you in developing your proposal. The actual contract that the successful Proposer and SHA will sign will be based on this sample contract. Please be advised that SHA will only negotiate some aspects of the contract. Much of the contents of the sample contract are based on non-flexible requirements and cannot be modified in any form.

11)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, Consultant shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.

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

a. General Insurance Requirements:

- 1) Prior to undertaking any work under this Contract, the Consultant shall procure and maintain continuously for the duration of this Contract, at no expense to Owner, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Consultant, its agents, representatives, employees and/or subcontractors (the term subcontractors as used in this Contract shall include sub-consultants). Review of the Consultant's insurance by Owner shall not relieve or decrease the liability of Consultant.
- 2) The Consultant's insurance shall be primary as respects Owner, and any other insurance maintained by Owner shall be excess and not contributing insurance with the Consultant's insurance.
- 3) Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Consultant's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
- 4) Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by Owner. Except for Professional Liability Insurance coverage, if applicable, each insurer must either be 1) authorized to do business in the State of Washington and maintain A.M. Best's ratings of "A VII" or higher, or 2) procured as surplus lines under the provisions of RCW Chapter 48.15 ("Unauthorized Insurers"), except as may be otherwise approved by the Owner. Insurers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have a rating of "B+VII or higher."

- b. Insurance Coverage and Terms: The following are the types and amounts of insurance coverage that must be maintained by the Consultant during the term of this Contract. The Consultant must provide acceptable evidence of such coverage prior to beginning work under this Contract. Consultant shall maintain the following

insurance coverage for the duration of the contract and for one (1) year after final completion.

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

\$1,000,000 each occurrence, and
\$2,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Consultant's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Consultant shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by Owner's Risk Manager.

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

\$1,000,000 each accident/disease

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

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

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

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

\$1,000,000 each Claim

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

- 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.

\$1,000,000 each Occurrence

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

- 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: Consultant's policy shall provide waiver of subrogation by endorsement or otherwise.
- e. Deductibles or Self-Insured Retention: Any deductibles or self-insured retentions \$25,000 or higher must be declared to, and approved by the Owner. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the Owner. Payment of deductibles shall be the responsibility of the Consultant.
- f. No Limitation of Liability - The limits of liability specified herein are minimum limits only. Such minimum limits of liability requirements shall not be construed to limit the liability of the Consultant or of any of their respective insurers. The Consultant shall include the Owner as an additional insured for primary and non-contributory limits of liability for the full valid and collectible limits of liability maintained by the Consultant whether such limits are primary, excess, contingent or otherwise. This provision shall apply regardless of whether limits maintained by the Consultant are greater than the minimum limits required by this Contract, and regardless of whether the certification of insurance by the Consultant specifies lower minimum limits than those specified for or maintained by the Consultant.

g. Proof of Insurance and Insurance Expiration:

- 1) The Consultant shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
- 2) The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability and Automobile Liability policies of the Consultant. As respects the CGL insurance such additional insured status shall be evidenced by an ISO endorsement form CG2010 or equivalent.
- 3) As respects CGL insurance such Additional Insured status shall contain a "separation of insureds" provision.
- 4) The Consultant shall include all sub-consultants at any tier as insureds under its policies (except for Professional Liability insurance) and ensure that the Consultant's coverage of sub-consultants under the Consultant's policies is not excluded by any policy provision or endorsement. Alternatively, the Consultant shall:
 - a.) Obtain from each sub-consultant not insured under the Consultant's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one (1) year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.
- 5) The Consultant's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to Owner, except for cancellation for nonpayment of premium, which notice shall not be less than ten (10) days prior to such date, unless a longer period of written notice is required under the provisions of Revised Code of Washington (RCW 48.18.290). The Consultant shall not permit any required insurance coverage to expire during the term of this Contract.
- 6) Owner reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

Attachment A – Scope of Work

The selected Service Provider must be able to perform, but not be limited to, the following tasks:

- 1) Report content elements:** Tenant-screening and other requested background reports shall consist of designated combinations of the following elements:
 - a) Civil court activity to identify eviction actions, collections, judgments, and other liabilities related to housing history.
 - i) For evictions: report only if seven years or less since entry of judgment; if one year since filing and no outcome is listed; and do not report any dismissed eviction cases with no negative findings against the applicant/resident.
 - b) Industry-standard credit report and credit rating in compliance with the Fair Credit Reporting Act (FCRA), to assist in determining the veracity of applicant's income and asset declaration.
 - c) Personal address history from the applicant's credit report to identify addresses and localities where applicants have a history of financial activity.
 - d) Criminal history in Washington State and in all other states of record, as made known by applicant-provided housing history and by other information which surfaces in credit history.
 - i) Report only if convictions are two years or less since disposition or released.
 - ii) Do not report on vacated or dismissed convictions.
 - iii) Report only warrants for charges that do not have a final disposition and are two years or less from the date of issue.
 - iv) Juvenile records are to be reported only if the applicant is 21 years of age or older.
 - v) Participation in a deferral program are to be reported only if two years or less from completion of participation in the deferral program.
 - e) Sex offender search in all states.
 - f) A list of applicant's current and former employers of record.
 - g) Driver's license (DL)/ state ID verification.
 - h) Social Security Number (SSN) verification.
 - i) Available as an additional service - landlord / housing-provider research covering the past five (5) years of applicant housing history regarding rent payment, unit care, peaceful enjoyment, and lease compliance.
- 2) Report format:** The Service Provider shall provide tenant-screening and other requested background reports in a format mutually agreeable to the Service Provider and to SHA and that shall include, but not be limited to the following:
 - a) The report format may be subject to revision during the contractual period, depending on administrative requirements.
 - b) The report format must be available in electronic format, such as Adobe Acrobat or MS Word.
 - c) Housing history references shall be separated from the body of the electronic report by page break, creating a distinct and singular housing history sub-report that can be separately printed.
 - d) Criminal background information shall be separated from the body of the electronic report by page break, creating a distinct and singular criminal background sub-

report that can be separately printed. References to an applicant's criminal background shall not appear in other sections of the report.

- e) The report shall have a professional, word-processed appearance with appropriate use of white space to facilitate readability.
- f) The report shall be written in English, using good grammar and correct spelling.
- g) The report shall be well-organized with logical groupings of individual topics and flow of information.
- h) The report shall be comprehensible with respect to industry-standard terms and measurements.
- i) The report should not report the same case or event multiple times.
- j) The report should define any abbreviations or court codes used on the report.

3) Customized "service packages"

- a) The Service Provider shall provide customized service packages as requested by SHA, composed of designated combinations of the nine (9) report content elements described under Section 1)a) through 1)i) above.
- b) Examples of customized service packages include, but are not limited to, the following report content elements, as referenced in Section 1)a) through 1)i) above:
 - i) Full package: includes all nine (9) report content elements listed in the Scope of Work, Section 1)a) through 1)i) above.
 - ii) Criminal only: includes sex-offender check and DL and SSN validation
 - iii) Credit report only
 - iv) Criminal and credit report only
 - v) Included as additional with any of the packages above: research on the last 5 years of rental history.
- c) The Service Provider shall have the ability to provide numerical, statistical and demographic data related to the results of the service packages requested and provided, as needed.

4) Methods of communication and transmission of information

- a) The Service Provider must operate a secure web site at all times, with mechanisms in place to secure information posted to, archived within, and retrieved from the web site, as well as during transmission via the Internet between SHA and the Service Provider.
- b) The Service Provider must have industry-standard practices and protections in place to ensure that confidential information is handled appropriately and in compliance with local, state and federal laws.
- c) SHA staff may transmit application information to the Service Provider by using the Service Provider's web-based Release of Information form on its secure Internet web site, or by facsimile, using the Service Provider's own hard-copy application and Release of Information form.
- d) The Service Provider shall post completed tenant-screening background reports on its secure web site, to be accessed by designated SHA staff who have been granted access privileges.
- e) After completed reports have been posted, the Service Provider shall immediately notify SHA staff, using a standard e-mail format.

5) Service level and timelines for completing reports

- a) The Service Provider shall have the staffing capacity to produce between 300 and 400 tenant- screening and other background reports per month. (Note: SHA does not guarantee a specific volume.)
- b) As a good-faith objective, the Service Provider shall endeavor to post completed tenant-screening and other background reports on its web site within two (2) business days of SHA's submission of application information for report content items 1)a) through 1)i) above. The two-day timeline is intended as a general objective and should not result in limiting or mitigating the quality of information provided in individual background reports, which may require a longer timeframe to accurately complete.
- c) For tenant history research (Report content element 1) above, first contact must be made within 2-days. Failure to reach a reference must be pursued; follow up attempts cannot be made within the same day. A minimum of three attempts to reach a reference are required. Service Provider shall make a good faith effort to contact rental references allowing enough time and making multiple attempts to contact the reference
 - i) Service provider shall have translation services available to them if landlords are unable to speak English.
 - ii) If the phone numbers for landlords provided are incorrect, service provider shall research to find another number, or contact SHA staff for another number for the landlord before completing the report without references.

6) Customer service: The Service Provider shall:

- a) Be accessible during regular business hours, from 8:00 a.m. to 4:30 p.m. (Pacific Time), Monday through Friday, to affirmatively resolve problems and engage SHA staff in building and maintaining a productive working relationship.
- b) Provide on-site training in the utilization of the Service Provider's web site interface to SHA staff at SHA's main office building, located at 190 Queen Anne Ave North, Seattle, Washington 98109. Training shall be offered one time, for a minimum of two hours, for approximately 16 SHA staff at no additional expense.
- c) Provide written information to SHA staff regarding the interpretation of tenant-screening and other background reports, including industry-standard terminology, measurements, and concepts.
- d) Have a stated position on the ethical obligations associated with the background-reporting industry, which acknowledges the Service Provider's obligations under law, states the Service Provider's position on the accuracy of reported information, and outlines how the Service Provider will respond to inquiries and complaints.
- e) Provide qualified personnel, available free-of-charge upon referral from SHA staff, to advise applicants who request clarification, who may dispute the information that the Service Provider has reported about them, or who may simply desire advice about how to manage the problems in their credit report.
- f) Provide single point of contact for resolution of reporting and/or performance issues. Meet with SHA on a quarterly basis, or more frequently if required, to review any issues.
- g) Service provider shall provide a timely, effective and accessible process for applicants to correct inaccurate screening reports.

7) Guidelines for reporting

All reports shall conform to the following table.

| Standard | Requirement |
|--|---|
| 1. Accurate Sources of Data | <p>(1) Screener accesses official sources of record, such as Washington State Patrol, or</p> <p>(2) if Screener uses private databases then it must either: (a) check the information against official sources; or (b) report that it does not use official sources and must update its private sources four times per year and indicate the source of the information provided.</p> <p>A screening company must have procedures in place to ensure the maximum possible accuracy of the information it provides.</p> |
| 2. Applicant Identification | <p>Information should match the full name (first, last, and middle name or initial if any) and date of birth. Screening agency should also match race, gender, physical description or driver's license number where possible.</p> <p>It is preferable to not use name matching only. If a company provides information based on name matching only, it must be flagged as such and must provide additional time for correcting inaccuracies.</p> |
| 3. Easy to Understand Report Format | <p>Do not report the same case or event multiple times.</p> <p>Define any abbreviations or court codes used in the report.</p> |
| 4. Sufficient Opportunity to Correct Information | <p>Provide a timely, efficient and accessible process for applicants to correct inaccurate screening reports.</p> <p>If an applicant disputes the accuracy of information contained in the report, investigate and respond within five business days.</p> <p>If an inaccuracy is found, send a corrected report to the housing provider, and send corrections to the source of inaccurate information.</p> |
| 5. Pending Charges | <p>Report only if one year old or less and no disposition has been entered. If requested by the owner, pending charges for deniable offenses may be reported if three years old or less, but should be flagged if greater than one year old.</p> <p>(See also Item 9, Warrants)</p> |
| 6. Convictions | <p>Report only if two years or less since disposition or release</p> |
| 7. Vacated Convictions | <p>Do not report vacated or dismissed convictions.</p> |
| 8. Juvenile Records | <p>Report only if the applicant is less than 21 years old (and in alignment with rest of Items in this table).</p> |

| | |
|---|---|
| 9. Warrants | Report only warrants issued for charges that do not have a final disposition and are two years or less from the date of issue. Do not report warrants attached to a case for which a final disposition has been entered. |
| 10. Participation in a Deferral Program | Report only if two years or less from completion of participation in the deferral program. |
| 11. Registered Sex Offenders | Report sex offenders who are required to register for an indefinite period of time. |
| 12. Evictions | Report only if seven years or less since entry of judgment. |
| 13. Eviction Filings | Report only if one year or less since filing and no outcome is listed. |
| 14. Dismissed Evictions | Do not report any dismissed eviction case with no negative finding against the tenant. |



Attachment B

GENERAL RELEASE OF INFORMATION

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

I hereby authorize Seattle Housing Authority (SHA) and the U.S. Department of Housing and Urban Development (HUD) to obtain the information listed below for the purpose of determining my eligibility to receive and continue receiving housing assistance. SHA may use this release to make inquiries or secure information from any source whatsoever, including a person, business, or organization that has, or may have, any information listed below. If SHA makes any negative determination(s) based upon the information obtained, I will have an opportunity to contest such determinations. If I participate in the Project-based or Mod Rehab program, I also authorize SHA and the owner and/or manager of the building in which I reside to share with each other any information needed to verify my continued eligibility and suitability for subsidized housing. This consent expires 40 months after it is signed.

- Information necessary to authenticate preference claims;
- Rental history records and references, including but not limited to, information about the ability to pay rent, the ability to live independently, take care of rental property, and get along well with neighbors;
- Non-residential references from individuals with whom a professional relationship has been established, and references from neighbors, community, and relatives;
- References from employers, including wage and salary information, and job performance;
- Criminal history, including fingerprint submission where necessary to effect positive identification;
- Credit reports;
- Services provided by individuals or agencies which are relevant to the ability to pay rent, take care of rental property, and get along well with neighbors and community;
- (HUD only) U.S. Social Security Administration and U.S. Internal Revenue Service;
- Income and asset information from any source (including State Wage Information Collection Agencies, the Division of Child Support, Department of Health and Social Services, etc.) for all family members;
- Immigration status, citizenship status, and legal identity verification;
- School registration for minor children, and for family members over the age of 18 where required to establish program eligibility;
- Registration in educational or vocational training programs including information about participation/completion of such programs;
- Verification of disability or handicap, if necessary for program eligibility (not including details of actual disability or handicap);
- Verification of need for reasonable accommodation, if requested;
- Credit reports and/or tenant screening reports from private screening contractors;
- Outstanding debts to other housing agencies.

| | | |
|--|--------------------|---------------|
| _____ Head of Household (printed name) | _____ Signature | _____ Date |
| _____ Co-Head, Spouse, Partner, or Other Adult (printed name) | _____ Signature | _____ Date |
| _____ Other Adult (printed name) | _____ Signature | _____ Date |
| _____ Other Adult (printed name) | _____ Signature | _____ Date |
| _____ Other Adult (printed name) | _____ Signature | _____ Date |

Authority: This release of information is in lieu of the HUD-9886 Authorization for the Release of Information/Privacy Act Notice.

Who must sign the consent form: Each member of your household who is 17 years of age or older must sign the consent form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 17 years of age.



GENERAL RELEASE OF INFORMATION

Address PO Box 19028
190 Queen Anne Ave N
Seattle, WA 98109-1028
Telephone 206-239-1728
FAX 206-239-1770
TDD 1-800-833-6388
Website www.seattlehousing.org

Failure to sign consent form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to SHA's grievance and Housing Choice Voucher informal hearing procedures.

Privacy Act Notice: Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older.

Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities.

Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for misusing this consent: HUD, SHA and any owner (or any employee of HUD, SHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on this form is restricted to the purposes cited on the form. Any person, who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, SHA or the owner responsible for the unauthorized disclosure or improper use.

Attachment C - Price / Rates

Please complete the information requested below and submit this form with your one-original proposal only. Please do not submit this form with your submittal copies.

The following table shows the approximate number of each Report Category shown below that were required in 2018. Please list the fees your firm will charge for each of the categories listed below and the form will automatically calculate the estimated annual cost for each and an annual total cost. A Ratio of Cost process will be used where the lowest price receives all the possible points for price and all other Proposers will receive a smaller number of points based on the ratio of their price to the lowest price. If selected, the price / rate per Report you show below will be included in your Contract for the first year.

| Report Category | Estimated Annual Number of Reports | Enter Your Price per Report | Automatically Calculated Annual Cost |
|--|---|------------------------------------|---|
| Full package, including all nine (9) Report content elements listed in the Scope of Work (Section 1)a) through 1)i). | 482 | | \$ - |
| Criminal only, including sex-offender check, Driver's License and Social Security Number validation. | 917 | | \$ - |
| Credit Report Only. | 52 | | \$ - |
| Criminal and Credit. | 2,258 | | \$ - |
| Rental History Research for the Last five (5) Years. | 3 | | \$ - |
| Your Estimated Total Cost to be Used for Evaluation Purposes | | | \$ - |

**The forms listed in
Section B – Submittal
Requirements in the RFP,
are attached hereto and
are to be completed and
sent with the one Original
Proposal. Do not include
these forms with your
Proposal copies.**



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: Don Tucker, Sr. Contract Administrator
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:

Name of Business, Organization, or Name of Person (if payment is to an individual):

For SHA Use Only:

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

☐

Sole Proprietor

☐

Partnership

☐

Corporation

☐

Governmental Agency

☐

Other

☐

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, and 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, and I am a U.S. person (including a U.S. resident alien). **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.

SIGN

HERE →

Signature of U.S. Person

Date

Ownership Status (check all that apply):

- ☐ **MBE** (Minority-Owned Business Enterprise)
☐ **WBE** (Women-Owned Business Enterprise)
☐ **MWBE** (Minority / Women-Owned Business Enterprise)
☐ **CBE** (Combination Business Enterprise)
☐ **Small Business** ☐ **HUD Section 3 Business**

☐ Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises)

☐ Self-Identified (SHA may request a signed statement re: self-certification)

Racial/Ethnic Status (check one):

- ☐ Caucasian (1)
☐ African American (2)
☐ Native American (3)
☐ Hispanic American (4)
☐ Asian/Pacific American (5)
☐ 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:

- 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;
- 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

[https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf](https://www.seattlehousing.org/sites/default/files/Purchase%20Orders%20Terms%20Conditions.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/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 epayables 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.

For more information regarding the Section 3 requirements for Consulting Contracts and to view the full contract provisions, see Section 7 of the standard contract at:

http://seattlehousing.org/business/guidelines/pdf/Consultant_professional_services_contract.pdf

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.)
3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses. (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 | \$ 56,200 | \$64,200 | \$ 72,250 | \$ 80,250 | \$ 86,700 | \$ 93,100 | \$ 99,550 | \$ 105,950 |
| Pierce County | \$ 41,800 | \$ 47,800 | \$ 53,750 | \$ 59,700 | \$ 64,500 | \$ 69,300 | \$74,050 | \$ 78,850 |

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.

Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA, to the greatest extent feasible, to provide employment opportunities to "Section 3 residents." Section 3 residents include residents of SHA communities and other low income residents of the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

Firms are required to include this Section 3 Resident Employment Plan (hereinafter "Plan") in their submittal showing, if applicable, the hiring of Section 3 residents to perform the work contemplated by the submittal.

In order to fulfill its Section 3 obligations, the Consultant may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Consultant expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan, if applicable, should also address the Consultant's strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

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

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

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

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

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

If you have any questions about this form, please call Cary Calkins at (206) 588-4314.

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.

[Add this section if Suspension and Debarment Compliance Certificate for Sub-Consultants is needed. DO NOT forget to fill in your contact information below]

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 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 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.)

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If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- consultants.

Please contact Don Tucker, Sr. Contract Administrator at 206-615-3475 or by e-mail at don.tucker@seattlehousing.org if you have any questions regarding compliance with this requirement.

Certifications and Representations of Offerors

Non-Construction Contract

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/offers to certify to the HA's 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 or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

(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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

For-Profit Subgrantee and Contractor Certifications and Assurances

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:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

Return this form to:

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