

Informal Solicitation No. 5198

Digital Literacy & Technology Classes

Important Information:

- Solicitation Issued: Day / Date: 05/14/2019
- Deadline for Questions: Day / Date: Thursday, May 23rd, 2019 Time: 2:00 p.m.
- Submittals/Proposals Due: Date: Friday, June 7, 2019 Time: 2:00 p.m.
- SHA's Contact: Name: Diana Peterson, Sr. Contract Administrator
- E-Mail Address: diana.peterson@seattlehousing.org

The Seattle Housing Authority (SHA) for itself or as an agent for another SHA related entity (hereinafter "SHA"), is soliciting Submittals/Proposals from qualified individuals and businesses interested in performing the following:

Project Description:

The Seattle Housing Authority (SHA) is seeking a professional firm (service provider) to assist SHA residents with digital literacy skills.

Background:

As a city, there is still a significant gap in access to internet and the skills to utilize it, particularly for low-income individuals.

SHA has engaged in various efforts to offer technology access to SHA residents, including:

- 1. OneEconomy Wi-Fi access at the Garden Communities;
- 2. Some High Rises had Wi-Fi installed, e.g. Denny Terrace;
- Connecthome offering internet access to families with school-age children: the vision was to connect 400+ low-income households with school aged children to internet and technology access;
- Various ad-hoc computers managed by combination of volunteers and paid contractors via funding from SHA and the City of Seattle Technology Matching Funds;
- 5. City of Seattle Technology and Digital Equity Survey.

An increasing amount of activities are commonly conducted online. Digital literacy training is necessary to build a digitally equitable community. Internet access, the services it provides and online skills are essential for economic growth, job creation, education, and a better way of life. Increasing digital literacy skills for people with low-income is key to bringing them online and opening doors to opportunity.

Scope of Work:

The following services shall be provided:

- **1. Digital Literacy training** for older adults and disabled individuals, examples include how to use the internet, e-mail and social media;
- 2. Small group technology classes and workshops; including computer basics, trouble-shooting equipment, web-based concepts, and software-specific classes; introduction and navigation on SHA website and digital resources;
- **3. Device Training**; where residents can bring their own devices such as cell phones, tablets, laptops and learn how to better utilize those devices;
- One-on-one technical assistance to SHA resident; work directly with residents on troubleshooting tech problems, either with equipment or various technology programs;
- 5. Leadership development through peer-to-peer training and support to be able to assist with Digital Literacy efforts.

The services are to be tailored to low-income, disabled individuals, seniors, and people with limited English-Proficiency from culturally, ethnically, and racially diverse populations. It is expected that the service provider will provide the hardware, e.g. a mini computer lab, to fulfill the scope of services.

Technology classes are to be focused on providing access to digital literacy resources as well as digital literacy skill development to the low-income residents of SHA communities. SHA places a high priority on services that enable very low-income residents with varying skills and abilities as well as with varying languages and backgrounds to utilize technology to improve their quality of life. SHA supports and encourages leveraging and advocating for additional resources, including volunteers and in-kind donations, to fund and support activities that result in serving a greater number of participants and providing a broader range of technology-related services.

The service provider shall be responsible for informal one-on-one technical and customer service training to SHA residents throughout the year. The one-on-one training shall be scheduled at regular hours to be available to SHA residents, and staff shall be available for questions and to assist residents with minor issues.

All activities do not need to be completed by the selected Service Provider; however, your proposal should describe partnerships and sub-consultants who will be providing these services. It is expected that in order to accomplish these tasks, volunteer support will be utilized. Work with resident volunteers and volunteer support should be included in a strong proposal. Proposals should also identify additional activities not detailed below, but necessary for successfully accomplishing and programming to support and involve individuals with a wide variety of skill levels; from many ethnic, cultural and racial backgrounds; from varied age groups including seniors; and individuals with a variety of ability levels including those with disabilities and those who are traditionally able-bodied.

There are two objectives to this Scope of Work:

- 1. Develop a curriculum to deliver digital literacy and technology workshops;
- 2. Develop and implement a curriculum to identify high potential volunteers, preferably SHA residents that will deliver the classes, once the contract ends.

Staff and Volunteer Management

- a) Recruit, hire, train and manage qualified staff and volunteers.
- b) Provide basic one-on-one training and as needed support on the use of personal devices; the Internet and other technology available. Provide on-site support to users including additional assistance to persons with disabilities.
- c) Offer a variety of small classes, workshops, and technology trainings tailored to the needs and interests of the target population and participants of the buildings.
- d) Classes shall be developed and conducted in coordination with other volunteer instructors, community colleges, and other training providers.

Program Implementation

- a) Coordinate schedules at each site with on-site service providers, Community Builders to help give direction to volunteers, building management staff, resident councils and resident groups.
- b) Publicize schedules in a variety of ways in order to reach potential participants.
- c) Successfully recruit participants and promote Digital Literacy activities to a diverse group of disabled and elderly residents throughout the buildings being served.
- d) Manage volunteer activities, including recruitment, training, assignment and retention. Coordinate volunteer appreciation activities and encourage further development and training opportunities.
- e) Successfully work in coordination with existing volunteer-based committees in buildings and service providers.
- f) Work closely with building staff and service providers in developing a successful volunteer management program to recruit, train and maintain sufficient quantity of qualified lab volunteers, and staff.
- g) Work with input from SHA staff on:
 - i. Developing and implementing long-term sustainability plans for the program, including grant writing and assisting the volunteer committees in seeking additional funding opportunities.
 - ii. Providing assistance and expertise in seeking partnerships and funding opportunities that result in serving a greater number of participants and providing a broader range of Digital Literacy services to SHA residents.
 - iii. Evaluating program activities, including participant demographics, software usage, and program participation.
 - iv. Assessing interests and needs to target population to plan appropriate program offerings and hours.

Reporting and Meetings:

- a) On a monthly basis, the selected Service Provider will be required to submit the following in writing:
 - i. Activity report detailing progress toward achieving the measurable deliverables listed in subsection above.
 - ii. Narrative report including description of:
 - Successes, problems and solutions (implemented or proposed) to the problems.
 - Progress made on objectives and deliverables described above. If progress has not been made, reasons why and what has been done to correct the deficiency.
 - Information on any special events, activities, or programs held during the reporting period.
 - iii. Invoice with appropriate back-up materials.
- b) On a quarterly basis, the selected Service Provider will be required to submit the following in writing:
 - i. Demographic information on users.
- c) Regular meetings with SHA:
 - i. At least semi-annual meetings with SHA (more frequently a the start of the contract) to conduct initial planning meeting with Supportive Service Coordinator, Property Management staff, and Community Builder to address start-up, program needs, on-going programming strategic plan implementation, volunteer coordination and other needed support.
 - ii. At least semi-annual visits from SHA staff.

Match:

SHA values partnerships and collaborations addressing the needs of residents living in public and subsidized housing. To this effect, SHA encourages the Service Provider to include a minimum in-kind contributions and leveraged resources, such as hardware to the mobile computer lab.

Services are to be provided in the following buildings, with other buildings added as common area-wide Wi-Fi is installed:

North Portfolio

Ballard House, Capitol Park, University West, and Green Lake Plaza

South Portfolio

Olive Ridge, and Bell Tower

Senior Housing Portfolio

Sunrise Manor, Blakely Manor, Reunion House, Schwabacher House

Demographics

Ballard House, has 79 units, housing 83 residents, 72% of the residents identify as White; 19% Black, 6% as Asian and the rest as other races. 51% speak English, 6% Spanish, 7% Russian, 5% Amharic, and the rest other languages. 46% identify as being disabled.

Capitol Park, has 125 units, housing 131 residents, 58% of the residents identify as White, 39% Black, 2% Asian and the rest as other races. 63% speak English, 5% Amharic, 3% Russian, and the rest other languages. 65% identify as being disabled.

Blakely Manor, has 70 units, housing 70 residents. 80% of the residents identify as White, 15% Asian, 4% Black and the rest as other races. 44% speak English, 28% Russian, 5% Mandarin, 5% Tagalog, 4% Spanish, and the rest other languages. 33% identify as being disabled.

Sunrise Manor, has 32 units, housing 34 residents. 85% of the residents identify as White, 12% Asian and the rest other races. 82% speak English, 9% Russian, and the rest other languages. 12% identify as being disabled.

University West is located in the North Seattle area, has 113 units, housing 115 residents. 63% of the residents identify as White, 31% Black, 4% Asian and the rest other races. 18% speak English, 4% Spanish, 7% Russian, 3% Tigrinya. 63% did not specify language spoken. 69% identify as being disabled.

Green Lake Plaza is located in the North Seattle area, has 130 units, housing 130 residents, 69% of the residents identify as White, 44% Black, 10% Asian and the rest as other races. 86% speak English, 2% Mandarin and the rest other languages. 64% identify as being disabled.

Bell Tower is located in the Downtown Seattle area, has 120 units, housing 125 residents. 51% of the residents identify as White, 34% Black, 12% Asian and the rest as other races. 55% speak English, 4% Spanish, 3% Cantone, 2% Russian. 27% did not specify language spoken. 61% identify as being disabled.

Olive Ridge is located in the South Seattle area, has 105 units, housing 121 residents. 48% of the residents identify as White, 40% Black, 5% Asian and the rest as other races. 31% speak English. 52% did not specify language spoken. 55% identify as being disabled.

Reunion House is part of the Senior Housing Portfolio, located in the Capitol Hill area, has 28 units, housing 29 residents. 72% of the residents identify as White, 10% Black, 10% as Asian and the rest as other races. 43% speak English, 5% Amharic, 3% Tigrinya, 2% Cantonese, 3% Toishanese. 41% did not specify language spoken. 21% identify as being disabled.

Schwabacher House is part of the Senior Housing Portfolio, located in the Capitol Hill are, has 44 units, housing 44 residents. 95% of the residents identify as White, 2% Black, 2% Asian and the rest as other races. 80% speak English, 7% Spanish, 5% Russian. 9% did not specify language spoken. 19% identify as being disabled.

<u>Schedule</u>: It is anticipated that the work will be performed between <u>July 1st, 2019</u> and <u>December 31st, 2019</u>.

<u>Anticipated Contract Duration</u>: SHA expects to execute a Contract for the requested services for the scheduled dates shown above. If necessary, and at SHA's option, time extensions and appropriate scope and compensation adjustments may be made by Change Orders to the Contract.

Estimated Amount: The estimated range of cost for the Contract to be executed based on this solicitation is between **\$45,000.00** and **\$69,000.00**.

<u>Women and Minority Business Enterprise (WMBE) Inclusion:</u> SHA requires submitters 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.

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.

Contents Required in Your Submittal/Proposal: To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information:

- <u>A cover letter that includes</u>:
 - a) An expression of your interest in performing the work
 - b) The name, telephone number and e-mail address of who your contact person is for this solicitation
 - c) Signed by a principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf
- Your response to each of the Evaluation Criteria noted below:

Relating to Criterion 1 – Women and Minority Business (WMBE) Inclusion Plan

Provide a detailed Inclusion Plan describing your good-faith efforts to meet the 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. Your Plan must also include, if applicable, pre-award

commitments or agreements with your named WMBE and / or Project Team members' firm(s).

Relating to Criterion 2 – Service Provider Experience

Present a brief history demonstrating your organization's experience and ability to provide the services required, and to achieve the goals desired for the target communities and populations. In addition describe your firm's experience and expertise with respect to the following areas. In the description, include when, how long, and the outcomes of relevant activities and projects:

- Experience in the management and operations of successful computer lab centers, including assistive technology programs with measurable outcomes and indicators as described in Scope of Work above;
- b) **Experience implementing Digital Literacy training** for older adults and disabled individuals, including programs geared for older individuals and people with disabilities with measurable outcomes and indicators as described in the Scope of Work above; in addition experience with measurable outcomes and indicators as follows:
 - i. Digital Literacy Curriculum Development;
 - ii. Small group technology classes, troubleshooting equipment and workshops; including computing basics, web-based concepts, and software-specific classes;
 - iii. **Device training** where residents can bring their own device and learn how to better utilize those devices, including apple and android based and offer the respective instructions;
 - iv. One-on-one technical assistance to residents;
 - v. **Peer-to-Peer training** and support to be able to assist with Digital Literacy efforts.
- c) Experience providing technology training to a wide variety of individuals as described in the Scope of Work;
- d) Experience managing and supporting Digital Literacy programming in various locations simultaneously;
- e) Experience developing and implementing programs that include volunteers that deliver classes and workshops;
- f) Include a brief list of all agencies or organizations for which your agency or organization has provided comparable services in the past three (3) years for people with disabilities and also for culturally, economically and ethnically diverse individuals and seniors;
- g) Experience and expertise working with low-income, disabled individuals, seniors, and individuals with limited English-Proficiency from culturally, ethnically, and racially diverse populations. In addition experience working with individuals that use assistive technology devices and programs;
- h) Experience recruiting and retaining qualified, culturally diverse staff who reflect and can respond to the needs of the population being served;
- i) Experience involving staff, volunteers, and residents in the planning, development, implementation, and evaluation of program activities;
- j) Experience recruiting, training and supporting qualified volunteers across multiple locations to support Digital Literacy efforts and offer the appropriate trainings;
- k) Experience securing funding, in-kind services and partnerships that result in program sustainability including familiarity with the City of Seattle Technology Matching Fund (TMF), and other matching funds;

 Administrative capacity to assure program monitoring, logistical control and fiscal responsibility;

Relating to Criterion 3 – Service Delivery Plan

Your proposal must include a cohesive Service Delivery Plan consistent with Scope of Work, Program Deliverables and Schedule as described within this solicitation. The Service Plan must also articulate the following:

Program Operations & Management

- a) Project approach;
- b) Clearly identified program objectives, level of service, and measurable outcomes that include outcomes identified in the Scope of Work for this solicitation;
- c) Proposed program, including classes, plan for individual assistance, troubleshooting equipment, and plan to offer small group classes and workshops;
- d) Proposed program and plan to provide technical assistance, volunteer support and classes for the various buildings;
- e) Specific outreach and recruitment strategies for the diverse cultural ethnic and economic population of identified communities, including people with disabilities, seniors, and limited English-speaking residents;

Volunteer Management

- f) Volunteer recruitment, utilization and management strategy, including strategy to work with computer lab committees and advisory councils;
- g) Volunteer training and support throughout all centers;

Evaluation

- h) Procedures for assessing participant needs and interests;
- i) A system to determine successful participation in the program and program evaluation;

Sustainability and Timeline

- j) Sound planning, adequate resources, and sufficient administrative capability to ensure quality and coordination in the delivery of services;
- k) Strategies for sustainability, partnerships and collaboration;
- I) Partnerships with other service providers to maximize resources and implement the best possible programming; and
- m) Implementation Schedule

<u>Relating to Criterion 4 – Experience & Expertise Of Personnel To Be Assigned</u> <u>To Program</u>

Submit an organizational chart and resumes of staff to be assigned to this effort, as well as job descriptions showing staffing expectations, including:

- a) Level of educational attainment;
- b) Experience in providing Digital Literacy training, workshops, and classes and experience working with various technologies;
- c) Experience and ability to work effectively with volunteer groups, low-income individuals, people with disabilities, seniors, and limited English Proficient individuals.

<u>Relating to Criterion 5 – Proposed Budget, Including Funding From Non-SHA</u> <u>Sources</u>

Include a complete, reasonable and accurate line item budget and explanatory notes detailing proposed staffing levels, salary / wage rates and benefits for employee(s) and contracted workers. The budget should also include the cost of supplies and equipment to be purchased, and costs for volunteer support across all named locations. The budget should also include leverages supporting cash, in-kind resources and volunteer services (should be included in in-kind resources to be provided by the Service Provider).

- <u>A list of at least three references for whom the firm or team members have performed</u> <u>similar work in the last five years:</u>
 - a) Agency or business name of client
 - b) Contact person at that agency or business
 - c) Address of agency or business
 - d) Telephone number and/or e-mail address for the contact person

Your submittal/proposal shall not exceed ten pages, single sided, or five pages double sided (preferred), in no s smaller than 11 point font on 8 ½" by 11" sheets of paper. **ANY SUBMITTALS EXCEEDING THIS PAGE LIMIT WILL NOT BE EVALUATED.** Your cover letter, resumes and any forms required to be included with your submittal/proposal do not count toward the maximum number of pages.

<u>Attachments to be included with Your Submittal/Proposal</u>: You must complete and attach the forms listed below with your submittal/proposal:

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

Service Provider Evaluation Criteria:

Service Providers' submittals will be evaluated based on the criterial listed in this section and further described in the section "Contents Required in Your Submittal/Proposal". In preparing the submittal to SHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this solicitation. Because multiple areas of expertise are required for successfully performing this project, the Service Provider, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate number numbers of experienced personnel in all of the areas described.

Service Providers are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation regarding submittal documents, personnel, financial viability, or other items in order to complete the selection process. In submitting a proposal the Service

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

SHA will evaluate submittals/proposals received based on the following weighted subjective/technical criteria.

No.	Evaluation Criteria	Maximum Number of Points
1	Women and Minority Business Enterprise (WMBE) Inclusion Plan	10
2	Service Provider Experience	15
3	Quality of Service Delivery Plan: Fully addresses the tasks and deliverables outlined in the Scope of Work, which include: Program Operations and Management (Maximum of 25 Points) Volunteer Management (Maximum of 10 Points) Evaluation (Maximum of 7 Points) Sustainability and Timeline (Maximum of 8 Points)	45
4	Experience & Expertise Of Personnel To Be Assigned to the Program	15
5	Budget	15
	MAXIMUM TOTAL POINTS	100

SHA reserves the right to check references of one or more of the top ranked firms. 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.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this solicitation, 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 solicitation.

Due Date for Questions: Any questions or requests for further information must be directed in writing no later than the date mentioned at the beginning of this solicitation. Questions are to be sent by e-mail to SHA's Contact, also shown at the beginning of this solicitation.

Submittals: Submittal/Proposal due date is shown at the beginning of this solicitation. You are required to submit as indicated below. Use the submittal process that is checked.

- By e-mail to SHA's Contact shown at the beginning of this solicitation.
- One original and copies of your submittal/proposal must be received by SHA by the date and time indicated at the beginning of this solicitation. Submittals/Proposals must be to the attention of SHA's Contact shown at the beginning of this solicitation and delivered to the following address: Seattle Housing Authority, 190 Queen Anne Avenue N., P.O. Box 19028, Seattle, WA 98109-1028.

Administrative Information:

- A. <u>About the Seattle Housing Authority (SHA)</u>: Visit SHA's website at <u>www.seattlehousing.org</u> for more information about SHA.
- B. <u>Deadline for Submission of Submittals/Proposals</u>: Proposers are responsible for ensuring that SHA receives your submittal/proposal as indicated herein by the stated deadline. Submittals/Proposals received after the deadline will not be considered.
- C. <u>Contract Requirements</u>: 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 website:

https://seattlehousing.org/sites/default/files/Consultant_Professional_Services_Contr act.pdf

SHA's standard contract document is intended to guide you in developing your submittal/ 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.

- D. <u>Certifications and Assurances Form</u>: In the event that the Contract for these services includes any HOPE VI Revitalization grant funds or any Choice Neighborhood Implementation (CNI) grant funds, the Consultant shall obtain and submit to SHA a completed and signed Certifications and Assurances Form (copy attached to this solicitation if applicable) for itself and each sub-consultant utilized on the Contract. Such form shall be submitted to SHA before any work is performed under the terms of the Contract.
- E. <u>Payment Requirements</u>: Proposers should be aware that SHA will only make payments on the Contract issued under this solicitation after the work being billed has been completed, and will pay reimbursable expenses only upon receipt of an invoice for the reimbursable expenses. No advanced payments will be made to the proposer, who must have the capacity to meet all project expenses in advance of payments by SHA.
- F. <u>Insurance Requirements</u>: The individual or business selected by SHA will be required to provide acceptable evidence of insurance prior to beginning work. The following summarizes the required insurance coverage. Additional requirements are detailed in the contract that SHA will execute with the selected individual or business. See

Section 10 of the standard consultant contract for a complete listing of SHA's standard insurance provisions.

The following insurance coverage(s) / requirements will be required for this project:

- An ACORD Certificate of Insurance.
- <u>Commercial General Liability</u>: \$1,000,000 each occurrence, \$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 Contractor's contact with minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, the Contractor 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.

- <u>Additional Insured Endorsement Ongoing Operations</u> naming the Seattle Housing Authority as an additional insured on a primary and non-contributory basis on the Commercial General Liability policy, ISO form CG2010 or equivalent. Blanket additional insured endorsements may be acceptable, but must be approved by SHA's Risk Manager.
- <u>Washington Stop Gap or Employers Liability</u>: \$1,000,000 each occurrence
- 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 selfinsured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- <u>Automobile Liability</u>: \$1,000,000 combined single limit
- <u>Professional Liability/Errors & Omissions:</u> \$1,000,000 per claim/aggregate
- Evidence that <u>sexual misconduct</u> has not been excluded from the commercial general liability policy
- G. <u>Criminal Background Investigation</u>: The selected Consultant shall conduct a criminal background investigation of all employees, volunteers, subcontractors and subconsultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who is given use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction that

information shall be provided to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Consultant agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

- H. <u>Diversity</u>: SHA strongly encourages small businesses, minority business enterprises (MBEs), women business enterprises (WBEs), HUD Section 3 businesses, socially and economically disadvantaged businesses and veteran-owned businesses to submit proposals or to participate in this work as sub-consultants.
- I. <u>Rights Reserved by SHA</u>: SHA reserves the right to waive as an informality any irregularities in submittals/proposals, to reject any or all submittals/proposals, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any proposer(s). Prior to making a selection decision, SHA reserves the right to interview any or all individuals or businesses submitting for this work, and to check references as part of the final evaluation process. Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following website address:

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

Seattle HOUSING AUTHORITY		urn this F ATTN	orm TC ∖: <u>Dia</u>	DOR F	sing Autho diana.pete	ority, Purchasir erson@seattle	ig Division Phousing	
	19	0 Queen A	Anne Av	/e N, P.O Box	19028, Se	attle WA 98109	9-1028	
General Business Information:							For SHA	<u>Use Only:</u>
Name of Business, Organization, or Na	me of Pc	areon (if na	vmenti	s to an individu	<u>ral).</u>			endor No.
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President/General Manager:	Pri	ncipal produ	icts and/	or services offer	ed:			
Type of Organization (check one	·-							
Type of organization (check one)).							
Individual Sole Prop	orietor	Partners	hip	Corporation	Gove	ernmental Age	ency	Other
Employee Tax ID No. (TIN) or Social Securit	ty No. (if Ir	 ndividual):						
	• •	,						
Substitute IRS Form W-9 Certific	ation:							
Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, <u>and</u> that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, <u>and</u> I am a U.S. person (including a U.S. resident alien). <u>Note:</u> 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. Pers	on					Date	1
Ownership Status (check all that apply):					Racial/Et	hnic Status (che	eck one):	
MBE (Minority-Owned Business Enterprise) Caucasian (1) WBE (Women-Owned Business Enterprise) African American (2) MWBE (Minority / Women-Owned Business Enterprise) Native American (3) CBE (Combination Business Enterprise) Hispanic American (4) Small Business HUD Section 3 Business Asian/Pacific American (5) Hasidic Jews (6) Hasidic Jews (6) Certified by OMWBE (Washington State Office of Minority and Women's Business Enterprises) Hasidic Jews (6) Self-Identified (SHA may request a signed statement re: self-certification) 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 and statement					of contract payments			
enrollment form from SHA following issuance			DIES VER	IUUI, DAITK OF AIT	ienca. Unie	ss ona granis a	waiver, V	endors will receive an
Signature of Authorized Representative of V							Date:	

By signing immediately above, the Vendor hereby represents the following:

- a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or;
- b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.

To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at https://www.seattlehousing.org/sites/default/files/Purchase_Orders_Terms_Conditions.pdf

Vendor Fact Sheet Instructions

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

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

Substitute IRS Form W-9 Certification: In completing the Vendor Fact Sheet, you must sign the "Substitute IRS Form W-9 Certification" or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word "<u>and</u>" 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 <u>www.irs.gov</u>.

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: <u>https://www.sam.gov/portal/public/SAM/</u> and <u>http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation</u>. 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: <u>www.bankofamerica.com/epayablesvendors</u>. 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 <u>bmix@seattlehousing.org</u>.

<u>Small Businesses</u>: 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.

- <u>WMBE:</u> 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.
- <u>Small Business</u>: 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.
- <u>HUD Section 3 Business</u>: 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 contact at:

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

<u>Section 3 Business Criteria</u>: 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.

- 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

<u>Section 3 Statement:</u> 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:
Name: Title:
Company Name:
Company Name.
Address:
Telephone Number:

<u>Note:</u> 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.

For construction contracts only:

• Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. SHA has

established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.

 At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices to the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments.

For consulting contracts only:

• 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 Contractor/ 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 Contractor/ 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 Contractor/ 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

<u>NOTE:</u> 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: <u>https://www.sam.gov/portal/public/SAM/</u> and

http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation.

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONSULTANTS

The Prime Consultant may use this form if the Prime can verify that their Sub-Consultants named below, nor any of their principals are debarred, suspended or ineligible from involvement by 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.

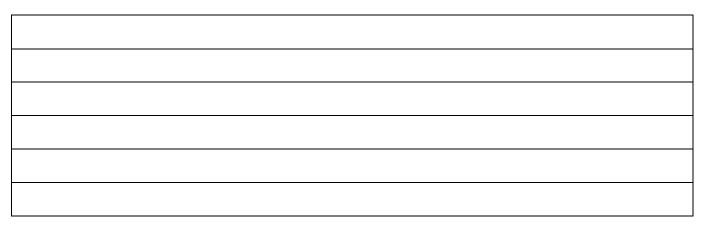
Prime Consultant's Name: _______ certifies that neither any of the sub- consulting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification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



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

Please contact Diana Peterson at 206-615-3470 or by e-mail at <u>diana.peterson@seattlehousing.org</u> if you have any questions regarding compliance with this requirement.

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

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

[

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

-] Black Americans
-] Hispanic Americans] Native Americans
- [] Asian Pacific Americans[] Asian Indian Americans
- [] Hasidic Jewish Americans
- [] Native Americans [] Hasidic Jewish Ar 3. Certificate of Independent Price Determination
- (a) The bidder/offeror certifies that-
 - The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii0 the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor be-fore bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or submittal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or submittal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competetive 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 submittals: (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 submittal, 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:

• <u>Subgrantees</u>: 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.

• <u>Contractors</u>: 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.

.....

<u>Certification and Assurance</u>: 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:

- 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:

<u>WARNING:</u> 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: Diana Peterson, Sr. Contract Administrator, Purchasing

P.O. Box 19028

Seattle, WA 98109-1028