Communications and Public Relations Services

PURPOSE

The Spokane Housing Authority (SHA) is seeking proposals from communications and public relations professionals, agencies, and firms (Firms) to assist in the development and implementation of a comprehensive communications and public relations plan.

BACKGROUND

SHA is an independent political subdivision of the State of Washington that is authorized by and operates under State law, particularly RCW 35.82.

SHA is governed by a six-member Board of Commissioners. Board members are appointed as follows:

- Two by the Mayor of the City of Spokane;
- Two are appointed by the City Council of the City of Spokane Valley;
- One is appointed by the Spokane County Commissioners; and
- One Resident Commissioner, who must be a recipient of a SHA program, is jointly appointed by all three government bodies.

SHA has approximately sixty-five employees. It administers a number of programs, funded with federal, state, and local tax funds including:

1. Public Housing
2. Section 8 Housing Choice Vouchers
3. Tax Exempt Housing Revenue Bonds
4. Low-Income Housing Tax Credits
5. Federal, State and Local Housing Funds

Approximately 800+ housing units are owned by the SHA. An additional 5,200+ privately owned rental units are subsidized by the SHA through housing rental assistance payments to local landlords. Ongoing home ownership programs provide housing for low-income, first time homeowners in addition to the foregoing rental portfolio.

SHA Vision - All community members have access to safe, healthy, affordable homes.

SHA Mission - We collaborate to create and sustain quality affordable housing options that support people to have better, healthier and more satisfying lives.

SHA Values

- Home is where the “start” is. We believe a home is not just built on a foundation; it is the foundation that supports every other opportunity for people to have better, healthier and more satisfying lives.
**People first.** We believe compassion for others and passion for helping them improve their lives moves us to do the right things in the right ways to meet our clients’ greatest needs and support their greatest opportunities.

**Whatever it takes.** We believe exceptional service means doing more than required and being better than expected at all we do to support our clients and the health of our community.

**Better together.** We believe people and situations are unique and complex, so we effectively plan, collaborate, and communicate with community partners to support our clients.

**Integrity matters.** We believe respect, trust, accountability, and transparency are essential to make our mission possible, our team strong, and SHA a great place to work.

**Stewardship starts with us.** We believe we have been entrusted to protect important community resources, and commit to the careful and responsible management of those resources in every decision we make.

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**SHA Slogan/Tagline**

Home is where the start is.

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**SCOPE OF WORK**

SHA intends to award a contract to a qualified Firm to provide day-to-day public relations services necessary for the operation of the agency. The Firm selected should, at a minimum, be able to provide the following services:

1. **Strategic Communications and Public Relations Plan**

   Develop and assist with the implementation of a strategic communications and public relations plan that supports the SHA and their goals as a successful public housing agency. The plan should be designed to engage the following audiences more effectively in SHA’s mission:

   - Program participants and tenants
   - Community members
   - Internal team
   - Landlords
   - Community partners and stakeholders
   - Policy makers
   - Funders

   And should also include:

   - Communication strategies to bolster public support and awareness for SHA initiatives to expand the availability of affordable housing units in our jurisdiction.
   - Effective outreach strategies, goals, and objectives to be used in advertising, promoting, and publicizing SHA which considers the evolving landscape of print and digital media exposure.
• Marketing and branding tools that support the efforts of SHA to establish a favorable public image and which strengthens the perceived value of the SHA.
• Promotion of public awareness of the SHA’s achievements through a consistent and positive message.
• Periodic story generation and placement of SHA client and partnership successes.
• Consult on website development as an effective communication tool with an emphasis on content, ease of access, and functionality.

2. Media Relations
• Liaise with trade and local media outlets as requested.
• Develop press releases and responses to media inquiries as needed.
• Provide general media assistance; i.e., crisis management, fact checking, and developing responses to negative publicity, as needed.

3. Training
• Basic media relations training for SHA Executive Team members.

CONTRACTOR’S QUALIFICATIONS

SHA must contract only with Firms that possess the financial, technical, legal capability, and qualifications to perform the services set forth in the RFP. The selected Firm and/or key principle must have at least five (5) years of experience with successfully carrying out activities similar to those set forth in the Scope of Work in this RFP.

CONTENT OF PROPOSALS

The SHA requests that interested Firms submit a proposal containing the following:

1. Cover letter, which identifies the Firm’s primary contact person(s) for the proposal.
2. Capability of the Firm – to include, but not limited to: familiarity with federal and state laws and regulations pertaining to housing authorities, and areas of expertise related to work substantially similar to that required by this solicitation.
3. Description of experience working with other clients in public and municipal sectors.
4. Summary of key personnel who would be assigned and represent the SHA for specific services.
5. Description of all known fees and charges to be incurred by the SHA. This should include the cost to create the initial plan and an hourly cost for as needed services after initial plan implementation (i.e., creating press releases, meeting with media, etc.)
6. List of references for which similar services are or have been provided.
7. Provide a proposed form of contract for services that the Firm would execute with SHA.
8. Written acknowledgement of understanding of Form HUD-5369 B – Instructions to Offerors Non-Construction. This form can be located as Attachment A of this RFP document.
9. Form HUD-5369-C – Certifications and Representations of Offerors, Non-Construction Contract. This form can be located as Attachment B of this RFP
document. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.

10. **Non-Collusive Affidavit.** This form can be located as Attachment C of this RFP document. This 1-page form must be completed, notarized and submitted as a part of this proposal.

**DEADLINE**

All proposals should be submitted to the address below not later than 12:00 noon on April 11, 2017.

Pamela J. Tietz  
Executive Director  
SPOKANE HOUSING AUTHORITY  
55 W. Mission  
Spokane, WA 99201

**QUESTIONS**

Questions regarding the proposal process should be directed via email to ptietz@spokanehousing.org
**CRITERIA AND SELECTION**

The SHA will use the criteria listed below, in the priority shown, to make its selections:

<table>
<thead>
<tr>
<th>Factor Description</th>
<th>Max Point Value</th>
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<tbody>
<tr>
<td>Specific past performance and experience in successfully creating and implementing communications and public relations plans and other similar services areas outlined in the RFP</td>
<td>25 points</td>
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<tr>
<td>a. Ten (10) years or more</td>
<td>25 points</td>
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<tr>
<td>b. Five (5) years or more but less than ten (10)</td>
<td>15 points</td>
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<tr>
<td>The proposers demonstrated understanding of SHA's needs,</td>
<td>30 points</td>
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<tr>
<td>a. Excellent Understanding</td>
<td>30 points</td>
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<tr>
<td>b. Good Understanding</td>
<td>20 points</td>
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<tr>
<td>c. Fair Understanding</td>
<td>10 points</td>
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<tr>
<td>Reasonableness of Cost Proposal</td>
<td>30 points</td>
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<tr>
<td>a. Cost is within 10 percent of cost estimate</td>
<td>30 points</td>
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<tr>
<td>b. Cost is within 15 percent of cost estimate</td>
<td>20 points</td>
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<tr>
<td>c. Cost is within 20 percent of cost estimate</td>
<td>10 points</td>
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<tr>
<td>References submitted with the proposal</td>
<td>10 points</td>
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<tr>
<td>a. Excellent References</td>
<td>10 points</td>
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<tr>
<td>b. Good References</td>
<td>7 points</td>
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<tr>
<td>c. Fair References</td>
<td>5 points</td>
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<tr>
<td>d. Negative References</td>
<td>0 points</td>
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<tr>
<td>WMBE Qualified Firm</td>
<td>5 points</td>
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**SHA’S RESERVATION OF RIGHTS:**

1. SHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SHA to be in its bests interests.
2. SHA reserves the right not to award a contract pursuant to this RFP.
3. SHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of SHA’s Executive Director.
4. The SHA reserves the right to negotiate the fees proposed by the proposer entity.
5. SHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
6. SHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

**AFFIRMATIVE ACTION**

The SHA is an Equal Opportunity Business Enterprise, which promotes competitive solicitations and does not discriminate on the basis of race, color, religion, creed, national origin, sex, disability, age, or sexual orientation.

The SHA encourages minority and women-owned business enterprises to respond to this solicitation. **If your Firm is minority or women-owned or owned by a disabled person, please state and provide a statistical representation of your work force with your quote.**

**INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [require if scope of work includes driving on Authority property].
4. Workers’ Compensation insurance as required by state law and Employer’s Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant’s profession.

**MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:
1. General Liability: $1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. *(including coverages for discrimination, ADA violations, and sexual molestation).* If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for Bodily Injury and Property Damage.

3. Workers’ Compensation *(statutory)* and Employer’s Liability: $1,000,000 per accident for Bodily Injury or Disease.

4. Professional Errors and Omissions Liability insurance: $1,000,000 per occurrence.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved SHA. At the option of SHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SHA, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to SHA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. SHA, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

2. The Consultant’s insurance coverage shall be primary insurance as respects to SHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SHA, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SHA.

4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Consultant.

**ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than B+: VI. Consultants must provide written verification of their insurer’s rating.

**VERIFICATION OF COVERAGE**

Consultant shall furnish SHA with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by SHA in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. SHA reserves the right to require complete, certified copies of all required
insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by SHA. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit SHA to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

Notwithstanding this provision, Consultant shall indemnify SHA for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured.

SHA makes no representation that the types or amounts of coverage required to be carried by Contractor are adequate to protect Contractor. If Contractor believes that any such insurance coverage is inadequate, Contractor will obtain, at Contractor's sole cost and expense, such additional insurance as Contractor deems appropriate.
ATTACHMENT “A”

Instructions to Offerors
Non-Construction

1. Preparation of Offers
   (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
   (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the corner sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
   (c) Offers for services other than those specified will not be considered.

2. Submission of Offers
   (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
   (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
   (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations
   (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
   (b) Offerors shall acknowledge receipt of any amendments to this solicitation by:
      (1) signing and returning the amendment;
      (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
      (3) letter or telegram, or
      (4) facsimile, if facsimile offers are authorized in the solicitation.
      The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors
   Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Offerors
   (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must:
      (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
      (2) Have a satisfactory performance record;
      (3) Have a satisfactory record of integrity and business ethics;
      (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
      (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
   (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offer ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers
   (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
      (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
      (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to misdelivery by the HA/HUD after receipt at the HA;
      (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addresser, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
      (4) Is the only offer received.
   (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
   (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and is determined to be solely to mishandling by the HA after receipt at the HA.
   (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark or on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offers should request the postal clerk to place a hand cancellation full-face postmark on both the receipt and the envelope or wrapper.
   (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.
(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

(1) reject any or all offers if such action is in the HA’s interest,

(2) accept other than the lowest offer,

(3) waive irregularities and minor irregularities in offers received, and

(4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror’s best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer’s specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Previous edition is obsolete
1. Contingent Fee Representation and Agreement
(a) The bidder/offeree represents and certifies as part of its bid/off er that, except for full-time bona fide employees working solely for the bidder/offeree, the bidder/offeree:
   (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/offeree shall make an immediate and full written disclosure to the PHA Contracting Officer.
(c) Any misrepresentation by the bidder/offeree 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/offeree represents and certifies as part of its bid/off er that it:
(a) [ ] has, [ ] has 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 11229, 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 [ ] Asian Pacific Americans
   [ ] Hispanic Americans [ ] Asian Indian Americans
   [ ] Native Americans [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination
(a) The bidder/offeree certifies that—
   (1) The prices in this bid/off er have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeree or competitor relating to (i) those prices, (ii) the intention to submit a bid/off er, or (iii) the methods or factors used to calculate the prices offered;
   (2) The prices in this bid/off er have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree 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/offeree to induce any other concern to submit or not to submit a bid/off er for the purpose of restricting competition.
(b) Each signature on the bid/off er is considered to be a certification by the signatory that the signatory:
   (1) Is the person in the bidder/offeree’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/offeree’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree’s organization);
   (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(A) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

Insert HUD Form 5369-C
(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/offereor deletes or modifies subparagraph (a)(2)
above, the bidder/offereor 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, fi-

nancial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competi-
tive advantage;

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

(iii) That the Contractor has disclosed all relevant infor-
mation 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 subcontract
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 procure-
ment, as described in the clause in this solicitation titled "Orga-
nizational 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:
NON-COLLUSIVE AFFIDAVIT

STATE OF WASHINGTON )
County of Spokane ) ss.

_, being first duly sworn, deposes and says that he/she is the party making the foregoing proposal or Bid, that such proposal or Bid is genuine and not collusive or; that said BIDDER has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Spokane Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or Bid are true.

________________________________________
Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is an Corporation)

Signed and sworn to (or affirmed) before me on this day by , who personally appeared before me and is to me known to be the individual who executed the within and foregoing instrument, and acknowledged that (s)he signed the same as (her) his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of __________, 20__.

Notary Public in and for the State of Washington; residing at Spokane:
My commission expires: ______________