REQUEST FOR QUALIFICATIONS
RELOCATION SERVICES

RFQ Issued: February 1, 2016
Proposal Deadline: February 16, 2016 at 12:00 noon

GENERAL INFORMATION

Spokane Housing Authority (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 dedicated to bringing communities together to facilitate quality affordable housing options by leveraging funds, promoting partnerships and enhancing collaboration. SHA provides, develops and promotes quality affordable housing options in the communities we serve.

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 Spokane County Commissioners; and
- One Resident Commissioner, who must be a recipient of a SHA program, is jointly appointed by all three government bodies.

The SHA Board meets once each month and as needed for special meetings. The basic area of jurisdiction of the SHA is Spokane County. SHA also operates rental assistance programs in Whitman, Stevens, Lincoln, Pend Oreille, and Ferry Counties through inter-local agreements.

SHA has a staff of approximately sixty-five. 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 850 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 homebuyers in addition to the foregoing rental portfolio.
PURPOSE OF RFQ

SHA is seeking proposals, from qualified firms, to provide counseling, relocation assistance and support to tenants due to SHA’s participation in the Department of Housing and Urban Development’s (HUD’s) Public Housing Rental Assistance Demonstration (RAD) Program. All activities will be carried out (as applicable) in compliance with RAD Relocation Requirements and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), as they relate to the public housing conversion process under the first component, and any other applicable federal, state and local laws.

SHA will need said services for two public housing projects in Spokane County:

1. **Parsons** - An existing 50-unit public housing project located in downtown Spokane will be converted to a project-based section 8 subsidized property under HUD’s RAD program. This program allows for the conversion of existing public housing projects to long-term project-based Section 8 rental assistance contracts. Together with RAD, SHA is utilizing the 4% Low-Income Housing Tax Credit (LIHTC) program as well as privately placing tax exempt permanent debt. The Parson’s is a 5 story building providing affordable housing for elderly and disabled tenants. Not all households will need to be relocated during the rehabilitation process; however, many will need to be temporarily relocated while selective rehabilitation is completed.

   The relocation process is currently projected to occur between March 2016 and March 2017. Households whose units are under construction will either temporarily relocate to vacant units of similar size within the property (hotel units) or be asked to be absent from the unit for a specific period of time during the day. The duration of each household’s relocation or absence from the unit will vary depending on the work necessary within their particular residential unit.

1. **Scattered Sites** are comprised of 74 existing scattered site public housing single-family and duplex style residences located throughout Spokane County. Under HUD’s RAD program, these units will be sold on the open market and the proceeds will be used to develop future affordable housing units. Associated operating subsidy from the public housing units will be converted to project-based Section 8 at other locations. Households of the Scattered Sites will need to be permanently relocated to comparable housing.

   The relocation process is currently projected to occur between September 2016 and September 2017. Households whose units are slated to be sold on the open market will be consulted to determine a variety of options that may be available to them under RAD relocation guidelines. Relocation housing will consist of a wide variety of choices which must be reasonably accessible to places of employment for displaced residents, in areas generally as desirable, and include similar or improved amenities and services as they currently possess in their current residence.

SCOPE OF WORK

The goal of SHA’s relocation effort is to responsibly relocate households and provide them with the resources and housing mobility counseling services needed to make quality housing choices. The Relocation Consultant will plan, coordinate and implement the relocation of all households and will be responsible for providing all tools, transportation, and materials used in performing the tasks under this contract. All relocation work must comply with the Uniform Relocation
Assistant and Real Property Acquisition Policies Act of 1970, as amended in 1987 (URA) and RAD requirements.

The Relocation Consultant will have primary responsibility for identifying household needs, conducting housing searches, issuing relocation assistance, assisting in the application process, and coordinating the physical moves to new housing for all impacted households. The Relocation Consultant must coordinate with other organizations and individuals who will be providing appropriate services, advocacy on behalf of impacted households, and troubleshooting of specific issues and special needs for each household member.

The selected firm will be expected to:
1. Promote community involvement in the relocation process
2. Work closely with the development, construction and property management teams to create and execute relocation plans
3. Develop, implement, and oversee the administrative structure, framework, and processes for the relocations, including the following aspects:
   a. Develop a comprehensive master relocation plan, schedule and budget including detailed relocation policies, procedures, and guidelines for the relocation of households throughout the RAD process
   b. Develop program procedures and processes to address logistics of the relocation
   c. Develop procedures to ensure accurate and appropriate tracking of households, including a detailed, comprehensive “From-To” matrix
   d. Develop the tools and strategies necessary to communicate the relocation plan to households
   e. Coordinate tracking and documentation of all relocation activities
   f. Perform integration of mover with project team, including the review and coordination of schedules; supervision of the packing, labeling, and inventory processes to ensure that contents are handled appropriately; and monitoring the mover to ensure all contractual requirements are met
   g. Serve as the primary point of contact for all relocation-related issues, coordinating with other service providers as needed
   h. Provide transitional counseling both before and after relocation ensuring that all household members have access to objective information about services, schools, organizations and resources in their new neighborhoods and minimizing disruption to the education of children.
   i. Identify special needs of tenants, assist with reasonable accommodation to facilitate relocation process and provide or arrange transportation for any tenants with mobility challenges
   j. Audit and prepare all associated expenses (moving services, stipends etc.) for owner processing

PROFESSIONAL QUALIFICATIONS

The selected relocation consultant shall have demonstrated experience in the following areas:

1. Familiarity with large-scale relocation efforts and processes; familiarity with the requirements of the Uniform Relocation Act, the Rental Assistance Demonstration Program and Housing Quality Standards. The Relocation Consultant shall demonstrate
experience in providing advice and advocacy to tenants in regards to the following issues among others:
• Identifying housing choices
• Housing search
• URA replacement housing payments
• Transportation
• Assistance in the application process
• Payment of moving expenses
• New neighborhood orientation

2. Development and management of multi-dimensional tracking systems. The Relocation Consultant must demonstrate experience with developing detailed tracking systems to monitor the performance of both the Relocation Consultant and the individual service providers.

   Monthly and up-to-date tracking will be provided for:
   • Development of individual Household Relocation Plans
   • Referrals to specific services
   • Utilization of those services
   • Progress made on individual Household Relocation Plans
   • Special cases/needs
   • Relocation budget utilization

**AWARD/ CONTRACTS**

All proposals meeting professional qualifications outlined in this RFQ will be reviewed and scored. SHA will negotiate a performance-based contract with the highest scoring firm meeting professional qualifications outlined in this RFQ. If agreement cannot be reached with highest scoring firm, the SHA will continue down the list of firms meeting professional qualifications in this RFQ to the next highest score until a contract agreement is reached.

**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 profiles of the principals and staff’s professional and technical competence in areas related to work substantially similar to that required by this solicitation.
3. Timeline for providing professional services outlined in proposal.
4. Description of past performance in terms of cost control, quality of work and compliance with performance schedules.
5. Description of familiarity/experience with low-income public housing, Low-Income Housing Tax Credits (LIHTC) and HUD’s Rental Assistance Demonstration (RAD) Program
6. Description of familiarity/experience with Uniform Relocation Act (URA) and relocation associated with RAD participation.
7. Description of approach your firm will use in developing and administering the relocation plan.
8. List of references for which similar services are currently or have been provided.
9. Provide a proposed form of contract for services that the firm would execute with SHA.
10. Form HUD-5369-C – **Certifications and Representations of Offerors, Non-Construction Contract**: This form is can be located as **Attachment A** of this RFQ
document. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.

11. Form HUD-5369-A – **Representations, Certifications and Statements of Proposers, Public and Indian Housing Programs**. This form can be located as Attachment B of this RFQ document. This 4-page form must be fully completed, executed where provided thereon and submitted as a part of the proposal.

12. **Section 3 Participation Documentation (as required by Attachment C)**. If not applicable – please state “Not Applicable” on the form.

**DEADLINE**

All proposals should be submitted to the address below not later than 12:00 noon on Tuesday, February 16, 2016:

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>
</tr>
</thead>
<tbody>
<tr>
<td>Evidence of firm's ability to perform the work, as evidenced by profiles of the principals and staff's professional and technical competence and experience.</td>
<td>15 points</td>
</tr>
<tr>
<td>Capabilities to provide professional services in a timely manner.</td>
<td>15 points</td>
</tr>
<tr>
<td>Past performance in terms of cost control, quality of work and compliance with performance schedules.</td>
<td>15 points</td>
</tr>
<tr>
<td>Familiarity/experience with low-income public housing program, LIHTC, and HUD’s RAD Program.</td>
<td>15 points</td>
</tr>
<tr>
<td>Knowledge of URA and relocation associated with public housing authority RAD participation.</td>
<td>15 points</td>
</tr>
<tr>
<td>Overall team approach towards the provisions of comprehensive relocation administration required of this RFQ</td>
<td>10 points</td>
</tr>
<tr>
<td>References submitted with the proposal</td>
<td>10 points</td>
</tr>
<tr>
<td>Section 3 Plan</td>
<td>5 points</td>
</tr>
</tbody>
</table>
SHA’S RESERVATION OF RIGHTS:

1. SHA reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by SHA to be in its best interests.

2. SHA reserves the right not to award a contract pursuant to this RFQ.

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. 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 RFQ, 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 RFQ.

AFFIRMATIVE ACTION

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.

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

Contractor, at its sole cost and expense, shall procure and maintain commercial general liability insurance, including bodily injury, property damage and personal injury at limits of not less than $1 million per occurrence and $2 million in the general aggregate combined single-limit coverage on the operation of the Contractor's business. Contractor agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify the SHA and shall specifically name the “Spokane Housing Authority” as an additional insured. Contractor shall procure an appropriate clause in, or endorsement of each insurance policy pursuant to which the insurance company waives subrogation or waives the right to recover against the SHA.

Contractor shall at all times keep its employees insured for statutory workman’s compensation and other employee benefits required by all applicable laws and Contractor shall maintain employer’s liability insurance for an amount not less than $1,000,000.00 covering claims and suits by or on behalf of employees and others not otherwise covered by statutory workman’s compensation insurance. Contractor agrees that said coverage shall remain in force at all times during the continuance of this Agreement and will extend to indemnify the SHA and shall specifically name the “Spokane Housing Authority” as an additional insured.

Contractor shall at all times maintain Professional Errors and Omissions Liability insurance appropriate to the Contractor's profession in the amount of $1,000,000.00 per occurrence and $2 million in the general aggregate.

All insurance required of Contractor under this Agreement shall: (1) contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before
cancellation, non-renewal, or change in the coverage, scope or amount of any policy; (2) be written as primary policies, not contributing with and not supplemental to the coverage that SHA may carry.

Copies of all insurance coverage and endorsements required under this Agreement shall be delivered promptly to the SHA.

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”

Form HUD-5369-C
1. Contingent Fee Representation and Agreement

(a) The bidder/offeree represents and certifies as part of its bid/offer 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/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:

( ) 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/offer 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/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/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/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/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)(i) 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)(i) 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)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) 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 except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

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

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

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

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

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

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

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

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

7. Offeror's Signature
The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:
ATTACHMENT “B”

Form HUD-5369-A
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs
Representations, Certifications, and Other Statements of Bidders
Public and Indian Housing Programs

Table of Contents

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Certificate of Independent Price Determination</td>
<td>1</td>
</tr>
<tr>
<td>2. Contingent Fee Representation and Agreement</td>
<td>1</td>
</tr>
<tr>
<td>3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions</td>
<td>1</td>
</tr>
<tr>
<td>4. Organizational Conflicts of Interest Certification</td>
<td>2</td>
</tr>
<tr>
<td>5. Bidder's Certification of Eligibility</td>
<td>2</td>
</tr>
<tr>
<td>6. Minimum Bid Acceptance Period</td>
<td>2</td>
</tr>
<tr>
<td>7. Small, Minority, Women-Owned Business Concern Representation</td>
<td>2</td>
</tr>
<tr>
<td>8. Indian-Owned Economic Enterprise and Indian Organization Certification</td>
<td>2</td>
</tr>
<tr>
<td>9. Certification of Eligibility Under the Davis-Bacon Act</td>
<td>3</td>
</tr>
<tr>
<td>10. Certification of Nonsegregated Facilities</td>
<td>3</td>
</tr>
<tr>
<td>11. Clean Air and Water Certification</td>
<td>3</td>
</tr>
<tr>
<td>12. Previous Participation Certificate</td>
<td>3</td>
</tr>
<tr>
<td>13. Bidder's Signature</td>
<td>3</td>
</tr>
</tbody>
</table>

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered; and

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder’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

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

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

[d] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder’s supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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 any person or company to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.
6. Minimum Bid Acceptance Period

(a) “Acceptance period,” as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA’s/IHA’s minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA’s/IHA’s minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. “Indian,” as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any “Native” as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"
9. Certification of Eligibility Under the Davis-Bacon Act
   
   (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   
   (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   
   (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities
    (applicable to contracts exceeding $10,000)

   (a) The bidder's attention is called to the clause entitled Equal Employment Opportunity of the General Conditions of the Contract for Construction.

   (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

   (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

   (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

      (1) Obtain identical certifications from the proposed subcontractors;

      (2) Retain the certifications in its files; and

      (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

11. Clean Air and Water Certification
    (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate
    (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

13. Bidder’s Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)
SPECIAL PROPOSAL EVALUATION INSTRUCTIONS FOR SECTION 3 REQUIREMENTS

A. Section 3 of the Housing and Urban Development Act of 1968, as amended (as implemented at 24 CFR Part 135), requires that Housing Authorities and Agencies receiving HUD funding, to the greatest extent feasible, direct that funding to businesses that provide economic opportunities to low- and very low-income persons. Therefore, all prospective offerors are advised that:

1. Preference shall be given for Section 3 businesses in accordance with category priority ranking below (in descending order of priority). Offerors are responsible for providing all documentation or other information which supports the offeror’s declared business category and must provide additional information if requested. The offeror shall be awarded the number of points corresponding to the business category definition for which the offeror qualifies:

   a. **Category 1 business** - 51 percent or more owned by residents of the housing development or developments for which Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of such residents as employees. **5 points.**

   b. **Category 2 business** - 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered funding, or whose full-time, permanent workforce includes 30 percent such residents as employees. **3 points.**

   c. **Category 3 business** - HUD Youthbuild programs being carried out in the metropolitan area, or non-metropolitan county, in which the Section 3 covered funding is expended. **2 points.**

   d. **Category 4 business** - 51 percent or more owned by Section 3 residents, or whose full-time, permanent workforce includes no less than 30 percent Section 3 residents; or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 businesses. **1 point.**

2. The acceptability of offeror’s proposed strategy for meeting the “greatest extent feasible” (Section 3 strategy) requirement shall be evaluated in accordance with the Section 3 evaluation factor. Offerors must clearly describe in their proposed strategy how the offeror will comply with the Section 3 training and employment preference, contracting preference, or both. Offerors should not merely affirm that they will comply with the Section requirements or the employment contracting numerical goals. If the offeror decides to submit a strategy, it must be included in the proposal. **Section 3 Strategy** - The quality of the offeror’s proposed strategy for complying with the Section 3 training and employment and/or contracting “greatest extent feasible” requirements including:

   a. The clarity and detail of the offeror’s proposed strategy;

   b. The feasibility of the strategy;

   c. The offeror’s proposed numerical goals for employment and subcontracting;

   d. The offeror’s proposed strategy to obtain compliance by proposed subcontractors with training, employment and subcontracting goals; and,

   e. The offeror’s past and current efforts to provide training and employment opportunities to Section 3 residents and/or subcontracting opportunities to businesses that would be considered Section 3 businesses.
3. 5 percent of the total points available are set aside for evaluation of the items in paragraphs (1) and (2) above.

4. Any contract award under this Request for Proposals shall be made to the responsible offeror (Section 3 business or other business) whose proposal is most advantageous considering price and all other evaluated factors.

**NOTE:** A “Section 3 resident” means: 1) a public housing resident; or 2) an individual who resides in the metropolitan area or non-metropolitan county in which the contract will be performed, and who is a low-income or very low-income person in Spokane County. Below are the Income Guidelines for low-income people residing in Spokane County.

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Low Income 80%</th>
<th>Very Low Income 50%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>36,150</td>
<td>22,600</td>
</tr>
<tr>
<td>2</td>
<td>41,300</td>
<td>25,800</td>
</tr>
<tr>
<td>3</td>
<td>46,450</td>
<td>29,050</td>
</tr>
<tr>
<td>4</td>
<td>51,600</td>
<td>32,250</td>
</tr>
<tr>
<td>5</td>
<td>55,750</td>
<td>34,850</td>
</tr>
<tr>
<td>6</td>
<td>59,900</td>
<td>37,450</td>
</tr>
</tbody>
</table>

Housing Authority personnel understand that there may not be bona fide Section 3 contractors qualified to complete the Scope of Work called for in this invitation to bid. The contract will be awarded to the most qualified contractor with the best proposal.

B. Offerors are advised of the following numerical goals, which have been set by HUD for subcontractors:

1. At least **10 percent** of the total dollar amount of the proposed contract if the contract is for building, trades work for maintenance, repair, modernization or development.

2. At least **3 percent** of the total dollar amount of all other contracts.

**NOTE:** The successful offeror must commit to these numerical goals.
SECTION 3 CERTIFICATION

PROJECT: __________________________________________________________

1. Company Name: ____________________________________________________________
   Address: ________________________________________________________________

2. Year Business Founded: ______________

3. Current Number of employees: Full-Time__________ Part-Time __________

4. Trade or type of business:
   ______________________________________________________________________
   ______________________________________________________________________

5. Per "Section 3 Business Ranking Categories" criteria (attached with these Bid documents); do you think your company is qualified as a Section 3 Business? (Check one) Yes [   ] No [   ]

   If Yes, please answer the following questions and sign the Certification, if NO, please stop here.

6. Check box of Section 3 category for which your company is qualified.
   [   ] Category 1 Business
   [   ] Category 2 Business
   [   ] Category 3 Business
   [   ] Category 4 Business

7. Please explain why your firm is qualified for the Business Category as you indicated above.
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

8. Please sign the following statement:
   As authorized representative of ________________________________
   (name of company), I certify that I am a qualified Section 3 Business and if I am awarded the bid, I will carry out Section 3 hiring, training and subcontracting requirements.

   ________________________________   ________________________________
   (Signature)  (Print Your Name)

   ________________________________
   (Date)