

**Spokane Housing Authority
Request for Proposals 2021-47-AD
Landlord/Tenant Law Legal Services**

PURPOSE

The Spokane Housing Authority (SHA) is seeking proposals from legal professionals licensed in the State of Washington to provide legal services related to landlord/tenant law for a period of three years, with options to extend on a yearly basis thereafter, up to an additional three years.

BACKGROUND

SHA is a public body corporate and politic (an independent political subdivision) of the State of Washington that is authorized by and operates under state law, particularly RCW 35.82.

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

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

- Two by the Mayor of the City of Spokane;
- Two by the City Council of the City of Spokane Valley;
- Two by the Spokane County Commissioners; and
- One Resident Commissioner, who must be a recipient of a SHA program, is appointed by the other six SHA Commissioners.

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

SHA has a staff of approximately seventy. It administers a number of programs, funded with federal, state, and local tax funds including:

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

Approximately 850 housing units are owned by SHA. An additional 5,300+ privately owned rental units are subsidized by 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.

SCOPE OF WORK

SHA is soliciting proposals for legal services specifically related to our Property Management Department for Landlord / Tenant Law including but not limited to:

1. Non-Payment of rent cases
 - a. Review of "Notice to Quit" for legal validity.
 - b. Client consultation regarding particular matter presented.
 - c. Prepare unlawful detainer pleadings.
 - d. File and serve summons and complaint.

- e. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of SHA.
 - f. Perform related tasks as assigned by SHA.
2. "For Cause" Cases:
- a. Prepare and serve notices for "For Cause" lease violations.
 - b. Prepare unlawful detainer pleading.
 - c. File and serve summons and complaint.
 - d. Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery; performing any research and drafting of court documents, and appearing in court on behalf of SHA.
 - e. Provide weekly status reports to SHA.
 - f. Perform related tasks as assigned by SHA.
 - g. Perform all required action for complex unlawful detainer cases and related actions, such as writs and appeals.
3. Miscellaneous Related Services:
- a. Timely telephone status reports on progress of evictions.
 - b. Pickup and delivery of related paperwork for multiple evictions.
 - c. Turnaround time for standard evictions of 60 to 90 days.
 - d. Periodic review of SHA property management forms / policies, as requested.

Please note that this Scope of Work is not intended to be an all-inclusive listing of all of the legal issues that SHA may retain the successful applicant to provide. SHA retains the right to have the successful applicant provide services in any matter that SHA believes the legal firm is qualified to provide.

NOTE: SHA utilizes separate counsel for general counsel, tax credit and bond services. Separate RFP's are periodically published for these services.

CONTENT OF PROPOSALS

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 licensing, 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 SHA for specific services.
5. Description of all known fees and charges to be incurred by SHA. This should include the any monthly retainer, hourly rate(s) charged and the methodology for rate increases.
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. Form HUD-5369-C – ***Certifications and Representations of Offerors, Non-Construction Contract***. This form can be located as **Attachment A** of this RFP document. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.

9. Written acknowledgment of understanding of form HUD-5369-B – ***Instructions to Offerers, Non-Construction***: This form can be located as **Attachment B** of this RFP document.
10. **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 Monday, July 12, 2021:

pparr@spokanehousing.org

Or mailed to:
 Pamela J. Parr, Executive
 Director, Spokane Housing
 Authority, 25 W. Nora Spokane,
 WA 99205.

QUESTIONS

Questions regarding the proposal process should be received by July 6, 2021 by 3:00pm directed via email to: gary@spokanehousing.org

CRITERIA AND SELECTION

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

Factor Description	Max Point Value
Qualifications in the typical legal services areas outlined in the RFP	40 points
Demonstrated experience working with the public sector and specifically, housing authorities or municipal organizations	25 points
Fees and charges	20 points
References submitted with the proposal	10 points
Section 3 Plan	5 points

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. 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

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 SHA and shall specifically name "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 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 SHA and shall specifically name "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 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"

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that-

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

Attachment "B"

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 cover 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 Contractor

(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 offeror 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 mishandling 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 Addressee, 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 the late receipt is due 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 both 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, offerors should request the postal clerk to place a hand cancellation bull's-eye 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 a offerer 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 offerer 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 informalities 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 offerer'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 offerer 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 protester.

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:]

Attachment "C"

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.

Income Limits: 03/06/2015		
<i>Family Size</i>	<i>Low Income 80%</i>	<i>Very Low Income 50%</i>
1	36,150	22,600
2	41,300	25,800
3	46,450	29,050
4	51,600	32,250
5	55,750	34,850
6	59,900	37,450

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)