



Request for Proposals

Section 8 Housing Choice Voucher Tenant-Based

Supportive Services Program

Proposals Due June 30, 2023, by 4:00 P.M.

25 West Nora Avenue

Spokane, WA 99205

I. INTRODUCTION

A. Purpose of Request for Proposals (RFP)

The purpose of this RFP is to solicit offers from qualified agencies interested in providing program referrals for eligible households in need of rental assistance and support services that seek to achieve and maintain successful housing stability. The Referral Voucher Program (RVP) is specifically targeted to provide affordable, permanent housing for households that are either literally homeless, have recently exited homelessness and are currently receiving short/medium term government funded rental subsidy, or who are at imminent risk of losing their current housing due to loss of income or who are rent burdened.

The objective of the program is to place or stabilize low-income individuals and families in permanent affordable housing and provide them with the supportive services that will enable them to stabilize their living conditions and remain successfully housed. The SHA will measure certain objectives throughout the grant life (12-months). Assuming the awarded agency has met these measurements at the end of the 12-month period, SHA may extend the MOU for an additional 12-24 months. There are three identified objectives that SHA will monitor on a monthly basis:

OBJECTIVE 1

- **What:** Aftercare will be offered for no less than 90-days post move in for every household. Leading up to move-in, supportive services must also be offered.
Measurement: Minimum 90 Days for Aftercare and pre-leasing support services.
- **Why:** Supportive services are a critical component to helping households maintain their housing and is best practice. SHA understands the staffing constraints that agencies may face, but this objective highlights the importance that the Referral Voucher Program plays in helping to maintain permanent housing for some of our most vulnerable households.
- **How:** All agencies must submit their stability plans (or care plans) for the household on a monthly basis to the Housing Programs Manager. This includes pre and post move-in services. If a household, post-lease and after 90-days, no longer wishes to receive services, the agency must have the household affirmatively sign documentation withdrawing from services. This documentation must be submitted to SHA. Failure to submit required documentation in a timely manner may result in termination of the MOU.

OBJECTIVE 2

- **What:** The length of time from date of voucher issuance (briefing) to lease up (if the household is unhoused).
Measurement: 30-45 Days
- **Why:** This measurement is focused on the housing-search support provided to the household. The hope is that the length of time between briefing of the household to the successful lease up will be reflected in the housing search assistance provided by the provider.
- **How:** The Director of HAP will oversee this measurement on a monthly basis. They will reach out to agencies whose length of times extend beyond the 45-day ceiling to see how SHA might support them.

OBJECTIVE 3

- **What:** Intake Packets submitted to SHA Staff will contain the required information and documentation¹.
Measurement: No more than three (3) packets rejected in a six-month time period.
- **Why:** Packets that fail to include material documentation required to process the intake cause significant delays in issuing referral vouchers and subsequently delays moving households out of homelessness into homes. More than three packets rejected in a 30-day time-period may result in the dissolution of the MOU. SHA receives, on average, 50 packets per month. If a packet omits either material documentation, accompanying documentation as outlined in the checklist, etc., this pre-auditing process takes a substantial amount of staff time and takes away from processing packets that meet the threshold.
- **How:** SHA will provide in-depth training to an agency designee on voucher packet expectations. This designee is expected to train their own agency staff on what is required and how to properly complete voucher packets. It will be the responsibility of the agency to ensure that if their designee is no longer the primary point of contact, that SHA is immediately notified of who their replacement will be so appropriate and timely onboarding can be completed by SHA Staff. Where SHA staff is available for nuanced questions, it is the expectation that the designee will vet any inquiries of their staff prior to submitting questions to SHA.

The point structure for scoring proposals places emphasis on the demonstrated strength of an agency's ability to make and maintain program referrals and the agency's success in the area of collaboration between housing and supportive services. **Please note: a threshold requirement of this RFP for proposal submissions is participation in the Spokane CMIS (Community Management Information System) program.**

¹ Material documentation is defined as Income and Identity verification. The agency will be expected to assist households with gathering these baseline documents.

Those agencies who wish to submit a proposal, and who are not currently participating in CMIS, can satisfy the threshold requirement by signifying a willingness to participate, should they receive the award. SHA is aware of the natural constraints surrounding access to CMIS at this time. The Referral Voucher Program referral contract will be awarded among several agencies and will depend on the demonstrated capacity of those agencies who submit and are granted the award.

Your agency is invited to submit a proposal outlining your organization's qualifications and willingness to provide the necessary supportive services. A more detailed explanation of the Scope of Work to be addressed in the proposal is set forth in Exhibit A of this RFP. This RFP is designed to recruit qualified agencies to provide eligible referrals for rental subsidy administered by the Spokane Housing Authority and does not provide funding for the supportive service component of the Referral Voucher Program.

SHA will not accept RFP proposals from any agency, organization, or consortia that denies its services to members of any Federally protected class under fair housing laws, *i.e.*, race, color, religion, national origin, sex, disability, or familial status.

II. GENERAL INSTRUCTIONS

A. Proposal Submittal

Proposals must be submitted electronically to Arielle Anderson at aanderson@spokanehousing.org. All proposals are due no later than 4:00 p.m., Pacific Standard Time, June 30, 2023.

Proposals received after 4:00 p.m. on June 30, 2023, will be rejected as non-responsive and returned without review. SHA shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by proposer.

B. Questions

You are asked to submit any questions via email to aanderson@spokanehousing.org.

C. Proposed form of Contract

The successful proposer(s) selected for award through this RFP shall be required to enter into a Memorandum of Understanding (MOU) with SHA, attached as a draft as Exhibit B. The MOU presented in Exhibit B of this RFP is the agreement proposed for execution. It will be modified to incorporate the necessary elements of the successful proposal, incorporate other pertinent terms and conditions set forth in this RFP and to comply with any pertinent HUD or other Federal, State or local regulations. The proposer's inability to comply with any of the provisions of the MOU must be declared in their proposal.

The proposer's attention is directed particularly to the insurance article in the MOU, which specifies the minimum insurance requirements that must be met by the successful proposer(s). The proposer's inability or unwillingness to meet these requirements as a condition of award must be stated as an exception in the proposal.

III. PROPOSAL FORMAT AND CONTENT

A. Proposal format

Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The form, content and sequence of the proposal should follow the outline presented below.

B. Proposal Content

1. Introduction/Letter of Interest

The introduction/letter shall be addressed to Arielle Anderson, Director of Housing Assistance Programs, and must, at a minimum, contain the following:

- a. Identification of the agency, including name, mailing address, email address and telephone number; and
- b. Proposed working relationship among the agency and subcontractors, if applicable; and
- c. Name, title, address and telephone number of the contact person during the period of proposal evaluation; and
- d. Signature of the person authorized to bind the offering agency to the terms of the proposal.

2. Qualifications and Experience

- a. **Overview:** This section should establish the ability of the proposer (and its subcontractors, if any) to satisfactorily perform the work proposed:

- Demonstrated competence in the services to be provided; and
- The nature and relevance of similar work currently being performed or recently completed; and
- Record of meeting schedules and deadlines of other clients; and
- Strength and stability as a business concern.

Information should be furnished for both the proposer and any subcontractors included in the offer.

- b. Furnish background information about your agency, including date of founding, legal form (non-profit 501(c)(3), unit of government, etc.), number and location of offices, principal lines of business, number of employees and organizational chart. Disclose any conditions (e.g. bankruptcy, pending

litigations, planned office closures, impending mergers) and organizational conflicts of interest that may affect your ability to perform contractually.

3. **Staffing and Organization**

Identify the key personnel from your agency that will be working directly with households in assisting with the preparation of the intake packets and whom, if different than this staff, will provide support services. Include a brief description of their qualifications, job functions and office locations. Identify a designee who will provide day-to-day oversight of the required work and become SHA's primary contact person.

4. **Work Plan**

- a. **Referrals**: Describe how your agency will accomplish the work and satisfy SHA's objectives described in this RFP. Describe your outreach and referral process. How will you select clients for referral? What target populations and geographic areas will you serve?
- b. **Support Services**: Provide a description of the specific services you will provide to the individuals and families referred for vouchers. Attach any templates that the agency may currently use.

As noted above, support services, at minimum, must include assistance with documentation gathering for the voucher intake packet, helping the household fill out the intake documentation and housing search assistance. Aftercare services will also be required but SHA believes in a client driven plan in this regard and does not require specific services be offered. Additionally, and as mentioned above, should a household no longer wish to be provided aftercare services, the agency must submit to SHA, an affirmative statement from the household of their withdrawal. Such a statement should be a prepared document/form created by the agency and signed by the household. It must be submitted to the SHA Director for SHA recordkeeping.

5. **Evidence of Collaboration**

Describe any direct experience with providing referrals for housing subsidies (can be any type of government funded housing subsidies) and assisting those referrals with supportive services.

6. **Ability to Provide Referrals**

How many households can your agency refer and provide the appropriate level of services for each month if selected for an award?

IV. PROPOSAL EVALUATION

A. **Evaluation Panel**

An evaluation panel consisting of SHA staff will be responsible for reviewing, analyzing and evaluating the proposals received.

B. Evaluation Criteria

Proposals will be evaluated against the factors listed below. Within each evaluation criterion listed, the sub-criteria to be considered are those described in the "Proposal Format and Content" section of this RFP.

- | | |
|--|------------------|
| 1. Qualifications and Experience | 20 points |
| 2. Staffing and Organization | 15 points |
| 3. Work Plan | 25 points |
| 4. Evidence of collaboration between housing and supportive services | 20 points |
| 5. Ability to serve targeted population | 20 points |

SHA expressly reserves the right to reject any proposals, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of such rejection, or in the event a proposer's offer is not rejected but does not result in an award, the SHA shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

C. Contract Award

SHA may award either a single contract as the result of this RFP or may apportion the requirements of this RFP among multiple contractors.

V. EXHIBITS

1. Exhibit A: Scope of Work and Controlling Definitions
2. Exhibit B: Proposed DRAFT Memorandum of Understanding
3. Exhibit C: Insurance Requirements

VI. CERTIFICATIONS (All Certifications must be signed, dated and submitted with the grant proposal)

1. Certification A: Women and Minority Business Enterprise (WMBE)
2. Certification B: Non-Collusive Affidavit
3. Certification C: Statement of Equal Opportunity
4. Certification D: Statement of Non-Debarment

Exhibit A

SCOPE OF WORK

Spokane Housing Authority Referral Voucher Program

Introduction

The objective of this RFP is to solicit offers from qualified agencies who are interested in providing program referrals for eligible clients who are in need of rental assistance and supportive services necessary to ensure successful program compliance and housing stability. Though the household is not required to access the supports that the agency may offer, the agency must proactively offer supportive services to the household.

The Spokane Housing Authority will administer the program and provide rental assistance through the payment of subsidy directly to the owner of the property used for the client's housing.

Below are definitions of terms that SHA regularly utilizes in our correspondence, and the targeted populations that we are expecting to be served through this RFP. Please note that the homeless definitions provided are to assist agencies that work with unsheltered individuals or families that may be on housing assistance and housed through these programs; the household cannot receive both subsidies at the same time, so please ensure this is communicated to the households upon being vouchered. Additionally, the agency must ensure that households meet one of the definitions listed below. The purpose of this RFP is to connect vulnerable households to permanent housing and align with the County's Five-Year Plan to End Homelessness. Towards this end, SHA highly encourages agencies to identify households who are at imminent risk of losing their housing and but for the Housing Choice Voucher would lose their housing and enter into the Homeless Crisis Response System.

Definition of Terms

1. **Very Low-Income:** Annual income not in excess of fifty percent (50%) of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD).
2. **Extremely Low Income:** Annual income not in excess of thirty percent (30%) of the median income for the area, as determined by HUD.
3. **Eligible Family:** A very low or extremely low-income individual or family that meets the eligibility criteria for the Referral Voucher Program.
4. **CMIS:** The **CMIS (Community Management Information System)** serves as the single repository of data for the **Spokane** City/County Continuum of Care (CoC). The data collected comprises a wide range of subject matter, from demographic information (e.g. race, ethnicity, gender, etc.) to income, medical information, and much more.

5. **Participant Family:** An individual or family referred by an agency, which has been admitted to the HCV Program and is currently assisted in the program. The family becomes a participant on the effective date of initial lease term.
6. **Rapid rehousing (RRH):** Means time-limited housing assistance in which supportive x are provided to assist homeless persons rapidly connect to and maintain permanent housing.
7. **Institutional or other segregated settings:** include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.
8. **At serious risk of institutionalization:** Includes an individual with a disability who as a result of a public entity's failure to provide community services or its cut to such services will likely cause a decline in health, safety, or welfare that would lead to the individual's eventual placement in an institution. This includes individuals experiencing lack of access to supportive services for independent living, long waiting lists for or lack of access to housing combined with community-based services, individuals currently living under poor housing conditions or homeless with barriers to geographic mobility, and/or currently living alone but requiring supportive services for independent living. A person cannot be considered at serious risk of institutionalization unless the person has a disability. An individual may be designated as at serious risk of institutionalization either by a health and human services agency, by a community-based organization, or by self-identification.
9. **Households that are literally homeless:**
 - (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - (2) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; or

(3) An individual or family who will imminently lose their primary nighttime residence, provided that:

- a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; and
- b. No subsequent residence has been identified; and
- c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(4) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

10. Fleeing Domestic Violence: Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and; has no other residence and; Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

11. At risk of experiencing homeless: (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD; and

(ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately [available](#) to prevent them from moving to an [emergency shelter](#) or another place described in paragraph (1) of the "Homeless" definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, [State](#), or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved [consolidated plan](#);

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the [Runaway and Homeless Youth Act \(42 U.S.C. 5732a\(3\)\)](#), section 637(11) of the [Head Start Act \(42 U.S.C. 9832\(11\)\)](#), section 41403(6) of the [Violence Against Women Act of 1994 \(42 U.S.C. 14043e-2\(6\)\)](#), section 330(h)(5)(A) of the [Public Health Service Act \(42 U.S.C. 254b\(h\)\(5\)\(A\)\)](#), section 3(m) of the [Food and Nutrition Act of 2008 \(7 U.S.C. 2012\(m\)\)](#), or section 17(b)(15) of the [Child Nutrition Act of 1966 \(42 U.S.C. 1786\(b\)\(15\)\)](#); or

(3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the [McKinney-Vento Homeless Assistance Act \(42 U.S.C. 11434a\(2\)\)](#), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Contractor Responsibilities

Contractor Shall:

1. Assist individuals and families to accurately complete intake and verification forms provided by the SHA.
2. Maintain a list of referrals submitted to the SHA for the Program by date and make those records available to the SHA, HUD and/or Office of Inspector (OIG) for any monitoring audits that may be required to ensure program compliance.
3. Assist eligible households in housing search efforts by providing services such as compiling and distributing provider generated property listings, conducting landlord/owner outreach, accessing resources available within the community and accompanying Eligible Families when they view potential rental units.
4. Accurately describe the Referral Voucher Program to eligible households and property owners.

5. If necessary, Contractor shall provide its own language interpreter to eligible households.
6. Require attendance of appropriate staff at SHA meetings or training sessions.
7. Immediately notify the SHA in writing of changes in key personnel for the Program.
8. Conduct individual assessments to determine the supportive services requested by each eligible household, which will enable them to be successful in transitioning to and maintaining permanent housing. Services may include, but are not limited to, assistance with all SHA paperwork and inspections, counseling on housekeeping, money management, independent living skills and tenant obligations to the landlord and the SHA, assistance applying for public benefits, assistance resolving tenant/landlord/SHA problems.
9. Maintain compliance with the identified measurable objectives in the RFP Introduction.

SHA Responsibilities

SHA Shall:

1. Provide robust training to agency designees on how to prepare and submit completed voucher packets. Respond quickly to any questions or concerns about eligibility of households, uncertainty as it relates to HUD guidelines and regulations, and hold quarterly virtual meetings for all agencies that are awarded referral vouchers.
2. Process all referrals in accordance with HUD guidelines and the SHA HCV Administrative Plan.
3. Retain the sole authority to determine eligibility for all referrals submitted by the Contractor.
4. Upon 30 days prior written notice, at any time increase or decrease the number of eligible households who may be referred to receive Program assistance, if in the SHA's judgement, the goals of the Program would be better served by such a change.
5. Monitor the Contractor's performance by reviewing monthly and quarterly reports, including review of documentation of all supportive services provided and other documentation to ensure program compliance.
6. Monitor the Contractor's performance in housing eligible households, providing supportive services and maintain participant households in housing to determine whether referral slots can be increased contract renewals granted and participation in future targeted program competitions allowed.
7. Actively assist and collaborate with the agency in coming into compliance with the Objectives outlined in this RFP, if needed.

Exhibit B

(DRAFT Memorandum of Agreement)

Between the Spokane Housing Authority

And

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the Spokane Housing Authority, a public body, corporate and politic (hereinafter referred to as "SHA"), and _____ located at _____ ("hereinafter referred to as the "Contractor").

I. Recitals

- A. The Referral Voucher Program (the "Program") provides rental subsidies and support services for individuals and families through a collaborative effort of the SHA, and community-based organizations.
- B. On _____, 20____, a Request for Proposals was issued to competitively solicit proposals.
- C. The SHA desires to enter into an agreement with a non-profit or government contractor to provide services to assist Very Low and Extremely Low Income individuals and families in their efforts to obtain affordable housing and maintain housing stability.
- D. The Contractor desires to provide services to Eligible Participants as intended by the Program and consistent with the proposal submitted on _____, 20____. The Contractor possesses the personnel, administrative resources, licenses and other legal authorizations, expertise and qualifications to provide supportive services to program participants.
- E. The Contractor agrees to participate in the Spokane community's Homeless Management Information System.
- F. The Contractor agrees to reporting requirements outlined in the RFP and consistent with their proposal submitted on _____, 2022.
- G. The SHA provides no funding for supportive services or administrative costs under this Agreement.
- H. Adequate consideration exists for this Agreement. Based upon said consideration, and the foregoing recitals, the parties agree to the following terms and conditions.

II. Agreement Terms and Conditions

A. Term

- 1. Initial Term.** This Agreement shall commence on _____, 20__ and continue in full force and effect through _____, 20__ unless earlier terminated as provided elsewhere in this Agreement or extended by written amendment to this contract.
- 2. 1st Option Term.** SHA may elect to extend the term of this Agreement for the period through _____, 20__ ("1st Option Term") by giving notice to the Contractor prior to the expiration of the Initial Term.

B. Statement of Work

- 1. Scope of Work.** The Contractor shall, in a manner satisfactory to the SHA, completely perform the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated and made a part of this Agreement. The Contractor shall also perform in accordance with its proposal to the SHA dated _____, 20__, which is attached as Exhibit F, entitled Contractor's proposal. Any conflicts between the requirements of Exhibit A and the "Work Plan" presented in the Contractor's proposal shall be referred for resolution to the SHA, whose decisions in such matters shall be final and binding on both parties.
- 2. Additional Work.** Any work performed by the Contractor, beyond that authorized in Subparagraph 1.a. above, must be approved in advance by the SHA, and such approved work shall be considered "Additional Work" under this Agreement. Any such approval of Additional Work by the SHA, as well as any other material change in the terms and conditions of this Agreement, shall only be binding upon either party if confirmed in a written amendment to this Agreement executed by both parties.
- 3. Key Personnel.** The Contractor shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as "Key Personnel" under this Agreement. The Contractor shall not remove or replace any named person below, nor shall his/her agreed upon function or level of commitment be changed, without the prior written consent of the SHA.

Name	Title	Function
_____	_____	_____
_____	_____	_____

4. Materials, Equipment and Personnel. Contractor shall furnish, at contractor's own expense, all materials, equipment and personnel necessary to carry out the terms of this contract.

5. Liability and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless SHA, and its agents, affiliates, employees, managers, officers, other contractors, heirs and assigns (hereinafter "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with Contractor's performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, whether or not caused in whole or in part by Indemnified Parties' active or passive negligence, intentional act or omission. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to PARTIES."

The indemnification obligations of Contractor under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which Contractor is required to carry under this Agreement. Indemnified Parties' right to indemnification from Contractor under this section shall be independent of Indemnified Parties' rights under the insurance to be provided by Contractor under this Agreement.

Contractor's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from Contractor's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of Contractor's liability, breach of this Agreement or other obligation, or Contractor's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from Contractor's performance of the Work. Such defense obligation shall arise immediately upon presentation of a claim by any Person which arises out of or is connected to the Work performed by Contractor or any of its Agents and written notice of such claim being tendered to Contractor.

6. Contract Termination.

- a. Either party may cancel this Agreement without cause upon 60 days written notice to the other party.
- b. If Contractor breaches its duties or fails to satisfactorily perform under this Agreement, SHA shall, if it believes that the breach or failure to perform can be cured, provide written notice of such breach and allow Contractor thirty (30) days to cure the breach or failure to perform. At the end of the 30-day period, if the failure to perform has not been remedied, this Agreement shall automatically terminate.

- c. Should SHA believe that Contractor has breached or failed to perform under this Agreement and that the breach or failure cannot be cured or constitutes a serious risk to the health or welfare of SHA clients or risk to SHA, then, SHA may terminate this Agreement upon ten (10) days written notice to the Contractor.
- d. In the event of breach of contract, the Contractor shall be liable for all damages allowed by law.

7. Supervision and Inspection

- a. In the provision of the services herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the services, SHA being interested in the results obtained. However, the services and performance of Contractor contemplated herein must meet the approval of SHA and shall be subject to SHA's and designated auditor's general right of inspection and supervision to secure the satisfactory completion thereof.
- b. Contractor agrees to allow periodic inspections of the program operations so as to enable SHA to evaluate performance under this Agreement. Contractor shall make available to SHA all records, books, or pertinent information, which the Contractor shall have kept, pertaining to this Agreement. The Contractor shall also furnish monthly reports, schedules and other such program or fiscal data as reasonably required to evaluate performance. Contractor agrees to obtain all required releases of information agreements for Eligible Participants to facilitate required records examination.
- c. Contractor shall maintain adequate program records and make them available to SHA upon request. Contractor shall also furnish such additional reports as required and as needed to evaluate the performance of this contract.
- d. SHA shall review all reports, financial records and data submitted by Contractor within thirty (30) days following delivery and notify Contractor in writing of any discrepancies or deficiencies contained in such material.
- e. Contractor agrees to comply with all federal, state and municipal laws, rules, and regulations that are now or may in the future become applicable to Contractor.

8. Entire Contract. The contract herein is the complete expression of the terms agreed to by the parties. Any oral representations or understandings not incorporated herein are excluded and form no part of this Agreement. Any modification of this Agreement shall be in writing and signed by both parties.

9. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth below or at such other address as either party may from time to time designate in writing, or by personally presenting the notice to the other party. The addresses for notification designated by the parties are as follows:

Spokane Housing Authority

25 W Nora
Spokane, Washington 99205
Attn: Arielle Anderson

Every notice shall be deemed to have been given and received at the time it shall be deposited in the United States mail in the manner prescribed herein.

10. Assignment. Contractor shall not transfer or assign this Agreement in whole or in part without the express written consent of the SHA, which consent may be granted or withheld in SHA's sole discretion and judgment.

11. Attorneys' Fees. In the event that any action or proceeding is filed in relation to this Agreement, the unsuccessful party in the action or proceeding shall pay to the prevailing party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the prevailing party's reasonable attorney's fees, and all costs.

12. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Venue for any action or proceeding shall be in Spokane County, Washington.

13. Construction and Interpretation. This Agreement was freely and voluntarily negotiated between the parties. Although the SHA and/or SHA's agent initially drew the provisions of this Agreement, the parties agree that this circumstance shall not create any presumption, cannon of construction, or implication favoring the position of either SHA or Contractor. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired or required.

14. Corporate Authority. Each party represents and warrants that each has full authority to sign this Agreement and that such signature binds each corporation or entity which is a party to this Agreement. Upon execution of this Agreement, upon request of either party, the other party shall promptly deliver to the requesting party a copy of a resolution of that party's Board of Directors or other controlling body authorizing such execution or other reasonably acceptable evidence of such authority.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Name of Agency

By: _____

Date

Name: _____

Title: _____

Spokane Housing Authority

By: _____

Date

Name: Pamela J. Parr

Title: Executive Director

Exhibit C

Contractor's Insurance

Contractor 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 Contractor, 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 0 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Contractor's profession.

Minimum Limits of Insurance

Contractor 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. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
3. 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 by 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 Contractor 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 policy is 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 Contractor.

2. The Contractor'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 Contractor'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 Contractor.

Acceptability of Insurers

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

Verification of Coverage

Contractor 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 Contractor to remedy any deficiencies. SHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Sub-Contractors

Use of sub-contractors must be pre-approved by SHA. Contractor 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, Contractor shall indemnify SHA for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

Certification A

Women and Minority Business Enterprise (WMBE)

Small, Minority, Women-Owned Business Concern Representation

The proposer 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

Proposer's Signature – The proposer hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and Date _____

Typed or Printed Name _____

Title _____

Company Name _____

Company Address _____

Certification B

NON-COLLUSIVE AFFIDAVIT

STATE OF WASHINGTON)

) ss.

County of Spokane)

_____, 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 PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer 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 proposer, to fix overhead, profit or cost element of said bid price, or that of any other proposer 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:

(Proposer, if the proposer is an Individual)

(Partner, if the proposer is a Partnership)

(Officer, if the proposer 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: _____

Certification C

Statement of Equal Opportunity

[92010 \(hud.gov\)](https://www.hud.gov/92010)

Certification D

Certification of Non-Debarment

Proposer's Certification of Eligibility

(a) By the submission of this proposal, the proposer certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the proposer's firm, nor any of the proposer's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government or the State in which this contract is to be performed; or,

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the proposer knowingly rendered an erroneous certification, the contract may be terminated for default, and the proposer may be debarred or suspended from participation in Federal contract programs.

Proposer's Signature – The proposer hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and Date _____

Typed or Printed Name _____

Title _____

Company Name _____

Company Address _____

