

Request for Proposals for Legal Services

1. General

Spokane Housing Authority (SHA) is soliciting proposals from qualified individuals and firms with experience with legal services. The following are the categories of legal services for which SHA is seeking proposals:

- General Counsel
- Landlord/Tenant Law
- Fair Housing, Civil Rights and Americans with Disabilities Act

Respondents may prepare responses for one category or any combination of categories. SHA will retain one firm as General Counsel and one or more firms to provide legal services in the other two categories.

2. Background

The SHA is a public entity formed in 1971 to provide subsidized housing and housing assistance to low-income families. SHA is an independent political subdivision of the State of Washington that is authorized by and operates under state law, particularly RCW 35.82. Though brought into existence by a Joint Resolution of local governments, SHA is a separate entity from local cities and the County.

SHA has a staff of approximately 85 and is governed by a seven-member Board of Commissioners (BOC) and headed by an Executive Director. 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 basic jurisdiction of SHA is Spokane County. SHA also operates the Housing Choice Voucher program in Whitman, Stevens, Lincoln, Pend Oreille, and Ferry Counties and a statewide rental assistance program for the Department of Social and Health Services/Aging and Long-Term Care (AL TSA). SHA administers a variety of housing assistance programs, including Housing Choice Vouchers, Veterans Administration Supportive Housing, Family Self-Sufficiency, tax exempt housing revenue bonds, Low-Income Housing Tax Credits (LIHTC), and other Federal, State, and Local housing programs.

SHA owns approximately 750 affordable housing units, administers 6,000+ units of rental assistance payments to private landlords, and assists approximately 50 first time homebuyers with mortgage assistance. SHA develops approximately 150 new affordable housing units per year.

3. Scope of Services

The SHA requests proposals from qualified legal firms to provide services in the following legal categories:

A. General Counsel

These services supplement the daily operation of the SHA. The successful respondent shall be the legal advisor to the SHA BOC and Executive Director. Services provided by General Counsel for SHA must include:

1) Operations and Governance

- Review of BOC meeting agendas, SHA policies and procedures, bylaws, and actions that will put the SHA at risk for liability exposure.
- Guidance on compliance with the Washington Open Public Meetings Act and governance requirements contained in the relevant Code of Federal Regulations (CFR).
- Attend BOC meeting, providing guidance to the BOC and executive staff as needed.
- Confer with and advise the BOC, executive staff, and employees on general legal matters and issues when requested.
- Provide other legal services as may be requested by the BOC and/or Executive Staff. Examples include, but are not limited to operations, accounting and finance related audits, information technology, and federal, state, or local housing programs.

2) Real Estate Transactions

Represent SHA in matters of real estate transactions, including:

- Conduct all necessary legal work in connection with the acquisition and/or disposition of land and improvements, including purchase and sale agreements, the examination of abstracts of title and the furnishing of a consolidated opinion of title in accordance with State regulations and lender/investor requirements.
- Assistance with land use, entitlement and permitting issues.
- Prepare draft and final legal documents, contracts, agreements, certifications, resolutions, and other related documents in accordance with closing checklists provided by lenders and/or investors, including the U.S. Department of Housing and Urban Development (HUD).
- Finalize closing dockets for all real estate transactions and distribute them in electronic format to all parties of the related transaction.

3) Employment

- Local, state, federal and administrative filings.
- Government investigations.

- Wage garnishments.
- Search warrants and subpoenas.
- Employee benefits and pension issues.
- Compensation practices and compliance with Family Medical Leave Act and Washington State Family and Medical Leave.
- Labor matters including collective bargaining negotiation, contract interpretation and employee grievances; and National Labor Relation Board charges.
- Counsel and guidance on discipline, appropriate documentation and investigations.
- Reduction in Force, Last Chance and Separation Agreements.
- Policy and procedure review and consultation.
- Counsel and guidance on compliance, record retention, mandatory reporting, and general labor-related matters.

4) Litigation

- Defense of the SHA during litigation arising out of the course of operations of the organization.
- Consult with other attorneys representing the SHA in litigation in which the Authority's liability insurance carrier has retained counsel to represent the SHA and, if needed, make an appearance in said litigation on behalf of the SHA.
- Representation of the SHA on appeals of lower court decisions to the Federal or State Appellate Courts.
- Review of requirements, obligations, and procedures for complete and efficient processing of bankruptcy notices related to a) employee matters (payroll); and b) current or previous SHA tenants and/or Housing Choice Voucher participants.

5) Procurement and Contracts

- Approval of the legality of contracts and all payments thereunder.
- Reviewing, advising, and representing the SHA in connection with disputes arising out of the bid process.
- Reviewing, advising, and representing the SHA regarding disputes arising out of contracts between the SHA and its vendors.
- Advising and representing the SHA regarding issues and claims arising out of construction contracts.
- Handle all legal questions and matters arising under contracts of the SHA and render legal opinions on all matters submitted by the SHA.

B) Landlord/Tenant Law

1) Non-Payment of Rent

- Review of "Notice to Quit" for legal validity.
- Client consultation regarding matters presented.
- Perform all required actions from initiation of Unlawful Detainer actions to final disposition, including filing and serving Summons and Complaint, 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.

2) For Cause Lease Violations and Terminations

- Review, prepare and serve notices for “For Cause” lease violations, as requested.
- Perform all required actions from initiation of Unlawful Detainer actions to final disposition, including filing and serving Summons and Complaint, 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.

3) Other Related Matters

- Periodic review of lease documents, tenant selection criteria, and related policies or forms, as requested.
- Pickup and delivery of related paperwork for multiple evictions, when needed.
- Turnaround time for standard evictions of 60 to 90 days.
- Provide weekly status reports to SHA.
- Perform related tasks as assigned by SHA.
- Provides regular training to SHA staff on new regulations.

C) Fair Housing, Civil Rights and Americans with Disabilities Act

Advise and assist the SHA on all HUD or Washington State Human Rights Commission (HRC) discrimination complaints filed by SHA tenants, participants or applicants related to the Fair Housing Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act of 1990, Architectural Barriers Act of 1968, Age Discrimination Act of 1975. Examples include:

- Notice of appearance in response to official discrimination complaints.
- Gathering and summarizing facts and findings and preparing formal response to discrimination complaints filed with the HUD or HRC.
- Acting as primary contact for complainant’s attorney.
- Negotiating resolutions with HUD and/or HRC.
- Defense of SHA during litigation resulting from unresolved discrimination complaints.

Please note that the preceding is not intended to be an all-inclusive listing of all the legal issues the SHA may retain a respondent to provide but is intended to be a representative listing the SHA has previously required services for.

4. Proposal Requirements

SHA requests that interested firms submit a brief and concise 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 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** to this RFP document. This 2-page form must be fully completed, executed where provided thereon and submitted as a part of this proposal.
9. Form HUD-5369-B – ***Instructions to Offerors, Non-Construction***: This form can be located as **Attachment B** of this RFP document. This 2-page form must be fully understood by Offerors.
10. **Section 3 Participation Documentation (as required by Attachment C)**. If not applicable – please state “Not Applicable” on the form.

5. Contract Term

The successful Offeror(s) shall be expected to execute a standard professional service contract with SHA. The term of the contract shall be effective when executed by SHA and shall continue for three years (specific dates to be identified in contract negotiations) unless sooner terminated in accordance with the contract. Contract negotiations and renewals will be discussed upon selection of the firm(s) under this solicitation.

The contract with the selected legal firm(s) will include up to three one-year extension clauses with the opportunity to renegotiate rates.

6. Standards of Conduct

The successful Offeror(s) shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

7. Section 3 and Minority/Women Business Participation

The firm(s) awarded the contract(s) agree to use best efforts to subcontract and employ Section 3 and minority business enterprises and/or women business enterprises, certified as such or recognized by SHA as such. SHA is an equal opportunity employer and requires all its contractors to comply with policies and regulations concerning equal employment opportunity.

8. General Conditions

All addenda and responses to written questions will be posted on the SHA [website](#). It is the respondents' responsibility to check the website for addenda changes and written question responses.

All proposals must conform to the requirements outlined herein. SHA reserves the option to require or request additional information from selected candidates. There may be subsequent instructions issued to the selected candidates.

The Offeror(s) shall identify any conflicts of interest which may arise if the Offeror(s) serve as SHA's counsel and shall describe how it proposes to avoid such conflicts. The contract will require the Offeror(s) to notify SHA immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. SHA will reserve the right to make the Offeror(s) aware of situations that may present a conflict of interest and require the Offeror(s) to promptly remedy the situation to the satisfaction of SHA.

Offerors shall be responsible for informing themselves with respect to all conditions which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Offeror(s), and no relief shall be given for errors or omissions by the Offeror(s). An authorized representative of the Offeror(s) must sign proposals.

This RFP does not represent a commitment or offer by SHA to enter into a contract or other agreement with the proposer(s). The proposal and any information made a part of the proposal will become a part of SHA's official files without any obligation on SHA's part to return it to the individual proposer. This RFQ and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and SHA resulting from this solicitation. SHA reserves the right to waive any irregularities or formalities in any or all proposals. Failure to furnish all information requested may disqualify a proposer.

The U.S. Department of HUD, the US Government Accounting Office, the State of Washington, and any duly authorized representatives of each shall have access to and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm, which shall relate to the performance of the services provided.

All successful firms will be required to consult with the Authority's liability insurance carrier and any legal representation of those carriers, if needed.

The Offeror(s) shall not collude in any manner or engage in any practices with any other proposer(s) which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

9. Selection Criteria

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

During proposal evaluation, SHA reserves the right to call for supplementary information from Offerors and to meet with all or any one of them to clarify points of uncertainty or ambiguity.

If selected, candidates may be requested to attend an interview to discuss the proposed scope of services, including the availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal prior to being awarded the contract.

Interviews and negotiations may be conducted with contractors who have a reasonable chance of being selected for award. After evaluation of the proposal revisions, if any, the contract(s) will be awarded to the responsible firm whose qualifications, price, and other factors considered are advantageous to SHA.

10. Forms and Attachments

Submit the following forms and HUD Certifications, which shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulations, ordinances, and statutes. Please find forms on SHA's RFP listing on our [website](#) or contact our if you need assistance.

- **Form HUD-2992:** Certification Regarding Debarment and Suspension
- **Form HUD-50071:** Certification of Payments to Influence Federal Transaction
- **Form HUD-5369-B:** Instructions to Offerors Non-Construction
- **Form HUD 5369-C:** Certifications and Representations of Offerors
- **Form HUD 5370-C:** General Conditions Non-Construction Contracts
- Acknowledgment of Addenda and Responses to Written Questions (If Applicable)

11. DEADLINE

All proposals should be submitted to the address below or via email not later than 12:00 noon on July 31, 2024:

Gary Harper, Procurement Specialist
SPOKANE HOUSING AUTHORITY
25 W. Nora
Spokane, WA 99205
gharper@spokanehousing.org

12. Timetable

RFQ Available - 06/28/2024

Deadline for Written Questions - 7/12/2024

Response to Written Questions Completed -7/19/2024.

Submittals Due - 7/31/2024

Interviews (if determined by SHA) Completed on or before - 8/16/2024.

Contract(s) negotiated and awarded – on or before 9/1/2024.

13. Questions

Questions regarding the proposal process should be directed via email to:

gharper@spokanehousing.org

14. SHA'S RESERVATION OF RIGHTS:

- 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 best interests.
- SHA reserves the right not to award a contract pursuant to this RFP.
- SHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days after the deadline for receiving proposals without the written consent of SHA's Executive Director.
- SHA reserves the right to negotiate the fees proposed by the proposer entity.
- 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.
- SHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

15. 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.

16. 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. The 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.

The 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 "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 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 that 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.

FY24 HUD Income Limits – Effective 4/01/24		
<i>Family Size</i>	<i>Low Income 80%</i>	<i>Very Low-Income 50%</i>
1	54,800	34,250
2	62,650	39,150
3	70,500	44,050
4	78,3000	48,950
5	84,550	52,900
6	90,850	56,800

Housing Authority personnel understand that there may not be bona fide Section 3 contractors qualified to complete the Scope of Services 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 to 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)