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1.0 GENERAL CONDITIONS:

- 1.1 Applicability:** If referred to within the text of such, these ITPC shall be applicable to all Requests for Qualification (RFQ) solicitations that the Housing Authority of the City of Bremerton (BHA) conducts and shall be applicable to any contract that BHA awards to or signs with any firm, agency or individual pursuant to that RFQ. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with BHA.
- 1.1.1 Unless otherwise specified within the RFQ or contract documents, if any provision in any document listed herein conflicts with any provision within these ITPC, the provision in RFQ or contract document shall govern.
- 1.2 Definitions:** (pertaining to all RFQ documents issued by BHA pertaining to this RFQ, including the attachments and the ensuing contract).
- 1.2.1 **Contract Officer (CO):** When named within an RFQ document shall refer to the Executive Director the person he/she has delegated such responsibilities to.
- 1.2.2 **Contract:** Refers to the fully executed written agreement that ensues from the RFQ. Whereas all RFQ documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within an RFQ document, such is referring to both the RFQ documents and the ensuing contract document.
- 1.2.3 **Contractor:** And the term "successful proposer" may be used interchangeably.
- 1.2.4 **Days:** Unless otherwise directed refers to calendar days.
- 1.2.5 **ED:** BHA's Executive Director.
- 1.2.6 **BHA:** The Housing Authority of the City of Bremerton. Unless otherwise defined herein or within the ensuing contract, whenever the term "BHA" or "the HOUSING AUTHORITY OF THE CITY OF BREMERTON (BHA)"

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HA" is used without clearly designating a responsible BHA staff person, the proposer(s) may assume that responsibility for that item rests with the CO or their designee.

- 1.2.7 Herein:** Refers to all documents issued pursuant to the noted RFQ, including the RFQ documents and the attachments.
- 1.2.8 HUD:** The United States Department of Housing and Urban Development. HUD is the federal agency that BHA receives some funding from; however, pertaining to this RFQ, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest). ([HUD Handbook, Section 10.4 E; form HUD-5369B, Section 8](#)).
- 1.2.9 HUD Handbook:** Refers to the HUD Procurement Handbook 7460.8 REV 2.
- 1.2.10 Offer:** The proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the HA in response to the RFQ.
- 1.2.11 Offeror/Offerors:** The proposer or proposers.
- 1.2.12 Parties:** When "the parties," "both parties" or "either party" is stated within the RFQ documents or the contract, such refers to BHA and the successful proposer(s).
- 1.2.13 Proposal and/or Proposal Submittal:** The "hard copy" document that the proposer is required to, as detailed within the RFQ document, deliver to BHA.
- 1.2.14 Protestant:** A prospective proposer or proposer who feels that he/she has been treated inequitably by BHA and wishes BHA to correct the inequitable condition or situation. To be eligible to file a protest with BHA pertaining to an RFQ or contract, the protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e. registered and received the RFQ documents). ([HUD Handbook, Section 10.4 E; form HUD-5369B, Section 8](#)).
- 1.2.15 Proposer and/or Prospective Proposer:** A prospective proposer is a firm or individual who has been notified of the RFQ solicitation and/or who has requested and/or received the RFQ documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFQ. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFQ - meaning, certain notices (such as the Notice of Results of Evaluation) are only delivered to proposers and not to prospective proposers.
- 1.2.16 Request for Qualifications (RFQ):** The competitive proposal process allowed by HUD, especially as defined within the **HUD Handbook, Chapter 7**.
- 1.2.17 RFQ Document(s):** Whether stated in the singular or the plural this refers to the body of documents, including attachments and the information posted on the BHA website: www.bremertonhousing.org

2.0 CONDITIONS TO PROPOSE:

- 2.1 Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the

requested information may, at BHA's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information.

2.2 RFQ Forms, Documents, Specifications and Drawings:

2.2.1 It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFQ, examine carefully and as may be required, properly complete all documents issued pursuant to this RFQ.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 BHA shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer via the BHA website. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within five (5) days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the five (5) day deadline period.

2.3 Proposal Preparation, Submission and Receipt by BHA:

2.3.1 Required Forms: All required forms furnished by BHA as a part of the RFQ document issued shall, as instructed, be fully completed, and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its originally form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 Manner of Submission: The proposal submittal shall be submitted in the manner detailed within the RFQ document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.

2.3.3 Time for Receiving Proposals: Proposals received prior to the time set as the deadline for the receipt by BHA shall be securely kept, unopened, by BHA. The CO or their designee, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within **Section 6 of Form HUD-5369-B (8/93), Late Submissions, Modifications and Withdrawal of Offers.**

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by BHA after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to BHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

- 2.3.4 No Public Opening of Proposals:** Pursuant to the competitive proposals or RFQ process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e., minimum compliance with the requirements of the RFQ). Persons other than BHA staff or the evaluation selection committee members are not allowed to be present during the opening, nor may they at any time inspect the proposals until the contract has been awarded.
- 2.3.5 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within **Section 6(h) of Form HUD-5369-B (8/93), Late Submissions, Modifications and Withdrawal of Offers.** Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.
- 2.3.6 Conflicting Conditions:** Any provisions detailed within any of the RFQ documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFQ documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFQ or contract documents, if any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFQ or contract document shall govern.
- 2.3.7 Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFQ. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFQ document issued and as directed by BHA. All questions and answers will be posted on the BHA website for all to view. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFQ documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda whether received by the prospective or successful proposer(s) or not.
- 2.4 Exceptions to Specifications:**
- 2.4.1** A proposer may take exception to any of the proposal documents, or any part of the information contained therein, by submitting, in writing to the CO, at least three (3) days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by BHA will be issued in writing within one (1) days of receipt of such exception request. BHA reserves the right to agree with the prospective proposer and issue a revision to the applicable RFQ requirements or may reject the prospective proposer's request.
- 2.4.2** When taking exception, prospective proposers must propose services that meet the requirements of the RFQ documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by BHA representatives not already listed within the RFQ documents shall only become

official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

3.0 PROPOSAL EVALUATION:

3.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will not be a matter of public record until BHA has concluded all evaluations, chosen a final top-rated proposer, completed the award, and is ready to issue such results. When BHA issues such notice, BHA will inform all proposers as to each proposer's placement as a result of the evaluation (i.e., 1st, 2nd, 3rd, etc.) and the total points each proposer was awarded as a result of the evaluation.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, at any time, be viewed by any interested parties except as required by Washington State's Public Record Act or approved by BHA's Legal Counsel (i.e. a proposer will not be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). BHA shall, however, upon request, verify that the proposal documents submitted are/were complete and correct.

3.2 Award of Proposal(s): The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFQ document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in BHA's opinion, in the best interests of BHA to accept the proposal. All proposers will be notified of the results of the evaluation at the earliest practicable date.

3.3 Rejection of Proposals:

3.3.1 BHA reserves the right to at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, BHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of BHA, the best interest of BHA will be promoted.

3.3.2 Prospective proposers acknowledge that by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to BHA is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFQ documents in the event BHA decides to consider an award to that proposer.

3.4 Cancellation of Award: BHA reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Proposal Submitted:

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by BHA unless the same is filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by BHA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as BHA retains the right to accept or reject any proposed withdrawal for a mistake.

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- 3.6 Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at BHA's discretion, be cause for rejection:
- 3.6.1** If the forms furnished by BHA are not used or are altered.
 - 3.6.2** If all requested completed attachments do not accompany the proposal submitted.
 - 3.6.3** If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.
 - 3.6.4** If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- 3.7 Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:
- 3.7.1** Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of BHA until such participant has been reinstated as a qualified bidder or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 3.7.2** More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
 - 3.7.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
 - 3.7.4** Unsatisfactory performance record as shown by past work for BHA or with any other local, state, or federal agency, judged from the standpoint of workmanship and progress.
 - 3.7.5** Incomplete work, which in the judgment of BHA, might hinder or prevent prompt completion of additional work, if awarded.
 - 3.7.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of submittal.
 - 3.7.7** Failure to comply with any qualification requirement of BHA.
 - 3.7.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by BHA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
 - 3.7.9** As required by the RFQ documents, failure of the successful proposer to be properly licensed by the City of Bremerton and/or the State of Washington and/or to be insured by a general liability and/or worker's compensation policy.
 - 3.7.10** Any reason to be determined, in good faith, to be in the best interests of BHA.
- 3.8 Burden of Proof:** If requested by BHA, it shall be the responsibility of the proposer(s) to furnish BHA with sufficient data or physical samples, within a specified time, so that BHA may determine if the goods or services offered conform to the specifications.
- 4.0 Right to Protest:**
- 4.1 Rights:** Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall

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have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by BHA and wishes BHA to correct the alleged inequitable condition or situation. To be eligible to file a protest with BHA pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e. registered and received the RFQ documents) when the alleged situation occurred. BHA has no obligation to consider a protest filed by any party that does not meet these criteria. ([HUD Handbook, Section 10.4 E](#); form [HUD-5369B, Section 8](#)).

4.2 Administrative Powers: It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 Procedure to Protest: As per 24 CFR 85.36 (11-12), recipients of federal funding shall be responsible for the settlement of all contractual and administrative issues arising out of procurements and have protest procedures to handle and resolve disputes relating to procurements. A protestor must exhaust all administrative remedies with BHA before pursuing a protest with the federal agency. Failure to comply in the manner prescribed and with the procedures detailed below shall automatically relieve BHA from accepting or considering that protest.

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by BHA or condition is being protested as inequitable, making where appropriate, specific reference to the RFQ documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve BHA from any responsibility to take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the CO within ten (10) days after the occurrence of the following:

4.3.2.1 The deadline for receiving proposals;

4.3.2.2 Receipt of notification of the results of the evaluation or the award;
or

4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.

4.3.3 In any case, protests shall be filed no more than ten (10) days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within ten (10) days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

4.3.5 Administrative Appeal: If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO, request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve BHA from accepting or acting on that request for administrative hearing:

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED. This request must be filed within ten (10) calendar days after the receipt of the CO's written opinion and decision.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, to grant or deny any request for administrative appeal.

4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within ten (10) days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to BHA's Legal Counsel for consideration. BHA's Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within ten (10) days of his/her receipt of such documents.

4.3.5.6 Such written decision delivered to the alleged aggrieved protestant shall exhaust the BHA internal protest and administrative appeal process available to the alleged aggrieved protestant.

4.4 Communication: If during the period of the contract, it is necessary that BHA place toll or long-distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.