

REQUEST FOR PROPOSALS (RFP) NO. P25002

Legal Services

Real Estate Development & Acquisition and Asset Management

for the

Bremerton Housing Authority (BHA)

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ATTACHMENTS:

- The majority of required attachments for return are electronically fillable.
- Please AVOID completing in handwriting to ensure legibility.
- Please sign hard copies in BLUE ink.

			Return	Read-only
Attachment A	Form of Proposal		<input checked="" type="checkbox"/>	
Attachment B	Profile of Firm form		<input checked="" type="checkbox"/>	
Attachment C	OPTIONAL: Section 3 forms , including explanation (<i>applies to Section 3 employers ONLY</i>)		<input type="checkbox"/> <i>(optional)</i>	
Attachment D-1	Form HUD-5369B: Instructions to Offerors, Non-construction (8/93)			<input checked="" type="checkbox"/>
Attachment D-2	Form HUD-5369C: Certifications, Non-construction (8/93)		<input checked="" type="checkbox"/>	
Attachment E	Sample Contract , Professional Services, Non-Construction form (please note that this contract is being given as a <u>sample only</u> . BHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that BHA believes it is in its best interest.)			<input checked="" type="checkbox"/>
Attachment F	Form HUD-5370C PART 1: General Conditions for Non-construction Contracts, Section 1 (with or without maintenance work) (01/2014)			<input checked="" type="checkbox"/>
Attachment G	W-9: Request for Taxpayer and Identification Number		<input checked="" type="checkbox"/>	
Attachment H	Pricing Form		<input checked="" type="checkbox"/>	

RFP Issued on:	Questions Due:	Submittals Due:	Interviews: Approximately	Desired Start-Date:
01/07/2025 TUES	01/14/2025 TUES by 2:00 PM	01/24/2025 FRI by 2:00 PM	Week of 02/03/2025	02/10/2025 MON

1.0 RFP INFORMATION AT-A-GLANCE:

OBTAIN THE RFP AND ATTACHMENTS:	<p>Go to: https://ha.internationaleprocurement.com/</p> <p>Register with the Housing Agency Marketplace system. Call (866) 526-9266 Toll Free Web Support for help with registering.</p> <p>RFP, Attachments and Addenda are posted on the Housing Agency Marketplace system</p>
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HOW TO ASK QUESTIONS: <i>No Phone Calls</i>	<p>*01/14/25 TUES by 2:00 PM: DEADLINE</p> <p>Any questions or requests for further information must be submitted in writing no later than the above date to the following contacts:</p> <p>To: Tina Walgren, Contracts & Procurement Administrator Via email at: twalgren@bremertonhousing.org</p> <p>Via fax at: (360) 616-2905</p>
HOW TO SUBMIT A RESPONSIVE PROPOSAL:	<ol style="list-style-type: none"> 1. You must be registered on the Housing Agency Marketplace website to download the RFP, attachments, and any addenda. Only those firms registered on the Housing Agency Marketplace website will be allowed to submit proposals. 2. Include a SEPARATE DOCUMENT FOR ATTACHMENT H – PRICING FORM with the submittal but do not reference pricing in any way in the submittal itself. 3. Submit your firm’s electronic proposal and separate Attachment H with pricing to the contact below.
ENSURE:	<ul style="list-style-type: none"> ➤ The person signing the proposal must be authorized to commit the proposer and to conduct negotiations or discussions if requested or required, or both. ➤ By completing, executing, and submitting the <i>Form of Proposal, Attachment A</i>, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BHA, either in hard copy or on the noted eProcurement System,” and agrees to sign BHA’s contract including the contract clauses (Attachments E and F). ➤ All information and Attachments required from proposers under the TABS in Section 5.0 must also be included for any major subcontractors (10% or more) or from any joint venture
PROPOSAL SUBMITTAL DEADLINE:	<p>*01/24/25 FRI by 2:00 PM: DEADLINE</p>
PROPOSAL SUBMITTAL DELIVERY ADDRESS:	<p style="text-align: center;">Email to twalgren@bremertonhousing.org</p> <p style="text-align: center;">“RFP: P25002” should be included in the Subject Line</p>

2.0 INTRODUCTION

The Housing Authority of the City of Bremerton dba Bremerton Housing Authority (BHA) was formed on July 17, 1940, under the authority of the State Housing Authorities Law (RCW 35.82) and the Housing Cooperation Law (RCW 35.83). BHA is governed by a six (6) member Board of Commissioners appointed by the Mayor of the City of Bremerton. BHA is a public corporation that contracts with the U.S. Department of Housing and Urban Development (HUD) to provide low rent public housing and Section 8 assistance payments for the communities it serves. BHA administers a broad range of federally and locally financed housing programs within the limits of the City of Bremerton. BHA owns or manages 650 units of housing and provides rental subsidies to 1,448 additional households. BHA is a performance-based contract administrator (“PBCA”) for Washington State, Utah, and Nebraska.

3.0 PROJECT BACKGROUND:

3.1 Overview: BHA is a traditional housing authority that: owns, acquires, disposes and develops affordable housing within the city limits of Bremerton; manages a Section 8 program that covers Kitsap and Mason Counties; is a Performance Based Contract Administrator (PBCA) operating in Washington, Utah and Nebraska and potentially expanding into other states; and is pursuing other business ventures and partnerships that include the use of intellectual property.

3.2 BHA is seeking written proposals from qualified law firms for counsel in the areas noted in Section 4.0 based on the type of case and on an as-needed basis. Respondents can propose work in any or all of the areas detailed in the following Scope of Work (SOW). One or more contracts will be issued to ensure that all areas of the scope of work are covered.

4.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS:

4.1 General Real Estate Transactions & Development:

Bremerton Housing Authority (BHA) is seeking qualified law firms to provide legal services to BHA for general development. The selected firm must be able to advise on issues pertaining to real estate transactions that the Housing Authority engages in as part of the affordable housing development process. This work will entail drafting and reviewing legal documents in addition to providing legal counsel. Counsel shall provide all necessary legal services required on an as-needed basis related to the general affordable housing development process including:

- Conduct thorough legal due diligence as requested on prospective real estate development projects, to assist with title searches, zoning assessments, environmental reviews, and regulatory compliance analysis.
- Review and draft contracts, agreements, and legal documents related to real estate development, including purchase agreements, development agreements, construction contracts, and financing agreements. Specify relevant experience with standard AIA, GC/GM, and Design contracts.
- Advise the Housing Authority on legal considerations pertaining to land use and zoning regulations applicable to proposed development projects, including obtaining necessary permits, variances, zoning, conditional use permits, and approvals from local authorities.
- Provide legal counsel on financing options and structures for real estate development projects, including public-private partnerships, tax incentives, grants, loans, and bond financing.
- Assist the Authority in ensuring compliance with federal, state, and local laws and regulations governing real estate development, including fair housing laws, environmental regulations, building codes, and ADA requirements.
- Provide legal assistance, as necessary, for the procurement process, including 2CFR part 200.

- Provide legal assistance, as necessary, regarding Federal Labor rate compliance and applicability to Davis Bacon Act and Washington State prevailing wage requirements.
- Identify and mitigate legal risks associated with real estate development projects, including contract disputes, regulatory violations, environmental liabilities, and potential litigation.
- Provide legal support and guidance throughout the entire lifecycle of real estate development projects, from initial planning and feasibility analysis to project implementation, completion, and asset management.
- Represent the Housing Authority in dispute resolution and legal proceedings related to real estate development projects, including mediation, arbitration, and litigation, as necessary to protect the Authority's interests.
- Provide other legal opinions or advice pertaining to real estate transactions as required.

4.2 Bond Issuance:

BHA is looking for a legal firm with a strong understanding of Housing Authority Bond Issuance that can provide legal consultation and advisory services. The selected firm must be able to advise on legal matters pertaining to the issuance of tax-exempt private activity bonds issued under the Washington State Housing Finance Commission Bond Cap until maturation. This work will entail drafting and reviewing legal documents in addition to providing legal advice.

Bond Counsel shall provide all necessary legal services on an as-needed basis required to issue Government Bonds, including but not limited to the following:

- Demonstrate familiarity with IRC Section 141 on Private Activity Bond Test as it applies to governmental persons and entities.
- Provide an objective legal opinion on the authorization and issuance of debt obligations in accordance with LIHTC tax exempt status.
- Prepare authorizing documents and any other documents needed in connection with the issuance of the Bonds, including closing documents and transcripts.
- Review use of proceeds to ensure compliance with applicable state and/or federal law and regulations.
- Prepare all documents and materials necessary to comply with all applicable recordkeeping and 'continuing disclosure' requirements for transactions.
- Participate, if requested, in activities associated with rating agency and/or bond insurer reviews.
- Offer continuing legal advice, as needed, on issues related to the sale of the Bonds, any issues that arise post-sale, the trustee administration of obligations, and in particular, any actions necessary to ensure that interest will continue to be tax-exempt.
- Offer continuing legal advice, as needed, on post-issuance compliance monitoring.

- Provide other legal opinions or advice pertaining to bond issuance as required.

4.3 HUD - Federal Housing Programs:

BHA is seeking council with broad and practical knowledge of HUD rules, regulations, requirements, and related procedures as well as in-depth knowledge of relevant HUD housing programs with particular emphasis on the following:

- Public and Indian Housing Programs
- Housing Choice Voucher (Section 8) Housing Programs
- RAD conversions and mixed-finance projects
- Faircloth-to-RAD mixed-finance projects
- Demonstrated experience in obtaining HUD waivers
- Assistance with HUD reviews and audits
- Experience with environmental reviews, green energy improvements, and other HUD capital program requirements is sought, and;
- Responding firms must have productive working relationships with HUD officials and have a history of assisting housing authority clients with innovative transactions.

4.4 Low Income Housing Tax Credit Housing Development:

BHA is looking for a firm with a strong understanding of Tax Credit policy and law that can provide legal consultation and advisory services. The selected firm must be able to advise on compliance with relevant federal, state, and local laws and regulations governing tax credit development and affordable housing development. This work will entail drafting and reviewing legal documents in addition to providing legal advice.

Counsel shall provide all necessary legal services required for affordable housing development on an as-needed basis related to LIHTC projects. Counsel shall be able to provide the following:

- Strong knowledge of Internal Revenue Code Section 42 for Low-Income Housing Tax Credits.
- In depth knowledge of legal issues pertaining to the Washington State Qualified Allocation Plan (QAP) for tax credits and ability to assist with legal considerations of compliance monitoring.
- Provide an objective legal opinion for the Housing Authority to navigate the legal process for LIHTC financing and structuring.
- Review and advise on all documents necessary for tax credit closing.
- Assist in the creation and registration of Partnerships, Limited Partnerships (LP's), Limited Liability Partnerships (LLP's) and Limited Liability Limited Partnerships (LLLLP's).
- Demonstrated ability to negotiate contracts with investors, including equity investors and federal, state, and/or local governmental agencies.

- Solid understanding of legal and jurisdictional issues within Qualified Census Tract (QCT) & Difficult Development Areas (DDA).
- Understanding of IRS Form 8609 & 8823 and ability to assist with legal issues pertaining to both tax credit new construction projects and tax credit rehabilitation projects.
- Ability to provide guidance on IRS Inflation Reduction Act Section 45L for Solar Investment tax credits as applicable.
- Ability to assist in the monitoring of compliance as it relates to the recapture of tax credit process after project delivery.
- Provide an objective legal opinion for the Housing Authority on additional public financing programs, such as low-income housing grants and other public financing programs.
- Provide advice on ground-lease real-estate transactions and ownership with the ability to create the right of first refusal for the Housing Authorities partnership.
- Experience and understanding of post 15 year exits from LIHTC projects.

4.5 Contract Period: BHA anticipates that it will initially award a contract for a period of approximately **two (2)** years with the option, at BHA's discretion, of **three (3)** additional one (1) year options **(+3/1)**.

4.6 Schedule: BHA would like to begin working with the successful proposer on or about the following date.

- ♦ **START DATE:** *(approximately)* [Immediately upon reaching agreement if the current pipeline of projects requires legal services.](#)

5.0 INFORMATION TO BE PROVIDED IN SUBMITTALS:

- 5.1 Tabbed Proposal Submittal:** BHA intends to retain the successful proposer pursuant to a "Best Value" basis not a "Low Bid" basis.
- 5.2** For BHA to efficiently evaluate all responses, proposals must be put together in the order below. The numbered tab should be referenced using separator sheets or in the header or footer for each section.
- 5.3** Proposers will submit their proposal by email via the instructions on [page 2](#). The pricing form will be included in a SEPARATE DOCUMENT but submitted with the proposal.

Tab No.	Description
5.4 TAB 1:	<p>Attachments: Completed and Signed:</p> <p>A: Form of Proposal</p> <p>B: Profile of Firm</p> <p>D-2: 5369-C Certifications, Non-Construction</p> <p>G: W-9 Request for Taxpayer and Identification Number</p> <p>-- License Copy: State of Washington Master Business or Legal Entity License</p>
5.5 TAB 2:	<p>Eval Factor 1: Response to SOW (section 4.0)</p> <p>A) Clearly identify and separate which services detailed in the SOW your firm is responding to and briefly discuss key in-house staff that will be involved in providing these services. Identify any sub-consultants that will be used.</p>
5.6 TAB 3:	<p>Eval Factor 2: Project Approach</p> <p>A) Describe your firm's project management approach for the type of services requested and include processes for conflict resolution between entities involved and overall strategies for successful outcomes.</p>
5.7 TAB 4:	<p>Eval Factor 3: Firm's Qualifications</p> <p>A) Resumes for all key staff to be involved in the legal services responding to AND all the firm's principals.</p>
5.8 TAB 5:	<p>Eval Factor 4: Experience and Successful Past Performance:</p> <p>A) Submit a listing of current and past clients, including Public Housing Authorities and/or public entities for which your firm has performed similar services to this RFP.</p> <ul style="list-style-type: none"> • Include the client firm or company name; • The name of the firm's contact person; • Client's telephone number; • Brief description of services performed and approximate date they were performed.
5.9 TAB 6:	<p>Equal Employment Opportunity (EEO):</p> <p>A) Proposers shall submit under this tab a copy of its EEO Policy and any documentation it believes substantiates the proposer's practice and history of employing minorities and/or women in professional positions.</p>
5.10 TAB 7:	<p>(Optional): Subcontractor/Joint Venture Information:</p> <p>A) Proposers shall identify hereunder whether or not they intend to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. <u>Please remember that all information required</u></p>

from proposers under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

5.11 TAB 8 (Optional): Section 3 Business Preference Documentation:

- A) For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as **Attachment C** and any documentation required by that form.
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5.12 TAB 9: (Optional): Other Information:

- A) The proposer may include hereunder any other general information that they believe is appropriate to assist BHA with its evaluation.
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5.13 If no information is being placed under any of the tabs, please insert a statement that says, "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

5.14 SEPARATE:

- A) **Proposed Fees:** The proposed pricing shall be provided on Attachment H and submitted as a separate document from the above tabbed proposal.

5.15 Effort should be made to keep submittals concise.

5.16 The person signing the proposal must be authorized to commit the responder and to conduct negotiations or discussions if requested or required, or both.

5.17 Omission of any of the aforementioned documents or certifications will render the proposal non-responsive.

6.0 PROPOSAL SUBMISSION:

6.12 Proposed Pricing: Proposed bid pricing is to be submitted in a separate document with the proposal. DO NOT make any references to pricing in the proposal or you may be rejected without further consideration. Unless otherwise stated, the bid pricing is to be all-inclusive of all related costs that the successful proposer will incur to provide the noted services including, but not limited to the following: employee wages and benefits; clerical support; overhead; profit; sales tax; licensing; insurance; tools; equipment; long distance telephone calls; document copying; etc.

A) FOR WASHINGTON STATE ORGANIZATIONS ONLY:

6.12.A.1 Sales Tax: As per RCW 35.82.210, housing authorities are exempt from taxes including sales tax. BHA will exclude any tax amounts from payment that are noted on any billings.

6.12.A.1.1 Labor: Sales or use tax is not imposed on the purchases by the Consultant or sub(s) of labor or services in the performance of the contract to be executed based on the solicitation this contract is awarded from. Therefore, the Washington State retail sales tax or the compensatory use tax for these items should **not** be included in any invoice billings and BHA will exclude any tax amounts from payment that are noted on any billings.

6.12.A.1.2 Material: All materials purchased by the Contractor in the performance of the work of the contract to be awarded based on this solicitation **are** subject to Washington State Use Tax (unless retail sales tax has been paid on the materials). When determining a contract bid to the Owner, the cost of materials, and the tax on said materials must be included in the total contract amount submitted for review and selection. Contract billings presented for payment to the Owner may include applicable retail, use, or excise taxes paid by the Consultant in the cost of materials but must not have any such tax itemized on the invoice.

6.13 Bid Pricing Items:

Pricing must be completed on Attachment H and submitted in a SEPARATE DOCUMENT FROM THE PROPOSER'S SUBMITTAL.

Item No.	Description	Qty	Rate
1	Partner (per hour), including clerical	1	Hourly Fee
2	Associate (per hour) including clerical	1	Hourly Fee
3	Paralegal (per hour), including clerical	1	Hourly Fee
4	Reimbursable Copying Costs: The successful proposer is responsible for paying all typical copying costs necessary to provide the services. However, in some cases, BHA may require the successful proposer to copy certain documents in a quantity greater than normal. Such copying must have the prior written approval BHA and will be reimbursed to the successful proposer by BHA at the rate proposed and/or negotiated.	1	Each

A) Quantities: BHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP. BHA reserves the right to award work on a task order basis, any amount of services or items that BHA requires.

6.14 Submission Conditions: Do not alter the attachments or proposal requirements in any way unless you have received written approval from BHA.

A) By accessing the [Housing Agency Marketplace](#) internet site, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that BHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

6.15 Submission Responsibilities: It is each proposer's responsibility to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by BHA, including the RFP, Attachments, and any addenda. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all the conditions and requirements set forth within those documents.

6.16 Proposer's Responsibilities-Contact with BHA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the contacts specified on [page 2](#). Proposers must not make inquiry or communicate with any other staff member or official (including members of the Board of Commissioners) regarding this RFP. Failure to abide by this requirement may cause BHA to eliminate from consideration a submittal received.

6.17 Addenda: All questions and requests for information must be received in writing to the BHA representative as directed on [page 2](#). Responses to all such inquiries will be in writing via the Q & A section on the [Housing Agency Marketplace](#) site which is automatically distributed to all

registered prospective proposers. During the RFP solicitation process, BHA will not conduct any *ex parte* conversations that may give one prospective proposer an advantage over other prospective proposers.

7.0 **PROPOSAL EVALUATION:**

7.1 **Evaluation Factors:** The following factors will be utilized by BHA to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal.

No.	Evaluation Factors	Factor Type	Max Point Value
1	Response to SOW (Section 4.0 of RFP)	Subjective (Technical)	10
2	Project Approach	Subjective (Technical)	20
3	Firm's Qualifications	Subjective (Technical)	30
4	Demonstrated Experience and Successful Past Performance	Subjective (Technical)	25
5	Proposed Pricing	Objective	10
6	Overall Quality and Appearance of Proposal and Evidence of Directions Followed	Subjective (Technical)	5
Maximum Points			100

7.1.1 **Preference Evaluation Factors:** BHA will utilize the following factors to evaluate each proposal submittal received.

Evaluation Factors: Optional, Additional (As per 24 CFR 135, Appendix, III. ii-B)	Factor Type	Max Point Value
S3 BUSINESS PREFERENCE PARTICIPATION: A firm may qualify for S3 status as detailed within Attachment C . (NOTE: No more than a max of 15 points awarded.)	Objective	
Priority I: As detailed on page 4 of Attachment C .		15 points
Priority II: As detailed on page 4 of Attachment C .		10 points
Priority III: As detailed on page 4 of Attachment C .		5 points
Preference Points (Additional Maximum)		15 points
Total Possible Points		115

7.2 **Evaluation Method:**

7.2.1 **Submittal Receipt:** All submittals received by the stated deadline will be opened by BHA's CO or his/her designee and initially be screened for eligibility.

7.2.2 **Evaluation Committee:** BHA shall select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP. The committee will be made up of BHA staff and other experienced persons, if needed.

7.2.3 **Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the BHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the BHA evaluation committee.

- 7.2.4 PLEASE REMEMBER:** No proposer shall be informed at any time during the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of such, he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The BHA contact noted on [page 2](#) is the only individual at BHA that the proposers shall contact after the RFP has closed. Failure to abide by this requirement may (and most likely will) cause such proposer to be eliminated from consideration for award.
- 7.2.5 Evaluation:** The appointed evaluation committee will evaluate the responsive proposals and award points based on the Evaluation Factors. Upon completing the evaluation process, the committee will forward the completed evaluations back to the BHA CO.
- 7.2.6 Determination of Top-ranked Proposer:** The points awarded by the evaluation committee will be tallied to determine the final rankings, and then the result will be forwarded to the BHA Executive Director for approval.
- 7.2.7** Interviews may then be conducted with the top-ranked respondents.
- 7.2.8** BHA reserves the right to conduct negotiations with one or more respondents if, in the sole opinion of BHA, that method will provide the greatest benefit to BHA.
- 7.2.9 Notice of Award:** If an award is completed, notification of the announcement of the awarded firm(s) shall be sent to all proposers via e-mail.
- 7.2.10 Minimum Evaluation Results:** To be considered to receive a contract award, a proposer must receive a total calculated average **of at least 70 points** (of the 115 total possible points detailed within the evaluation section of this RFP). *This total does not include the additional Interview Points detailed below.*

8.0 INTERVIEW	Additional Possible Points: 50
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- 8.1** After scoring the proposals, the evaluation selection committee will select a short-list of the most highly qualified respondents to interview. Prior to the interview, the evaluation selection committee will check references. Interview questions will be directed solely to the proposed Project Team. The corporate executive dedicated to the project and all other personnel who may be a part of the winning firm or team's Project Team are all required to attend. In addition to presenting their qualifications, experience, and approach to the project, the Project Team will be expected to respond to questions from the evaluation selection committee regarding the proposal as well as additional questions that might have been posed in the notification email to the respondent.

9.0 CONTRACT AWARD:

- 9.1 Contract Award Procedure:** If a contract is awarded from this RFP, the following detailed procedures will be followed:
- 9.1.1** It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO. The CO will formulate and forward to the ED for approval a written award recommendation. The ED will review the recommendation and, if in agreement, approve contract negotiations to begin with the awarded company. At the ED's discretion, the recommendation to award may also be presented to BHA's board of commissioners for final approval.
- 9.2 Contract Conditions:** ➡ **IMPORTANT: Please review.** The following provisions are considered mandatory conditions of any contract award made by BHA pursuant to this RFP:
- 9.2.1 Contract Form:** BHA will not execute a contract on the successful proposer's form as HUD requires several specifically worded contract clauses. BHA has incorporated those requirements in addition to BHA's insurance company coverage requirements onto its contract form. No modifications to the required HUD contract attachments

may be negotiated without written approval from HUD provided by the prospective proposer making the request.

9.2.2 Amending Contract Clauses: BHA may consider 1) additional clauses 2) removing clauses (due to inapplicability) 3) amending an existing clause and/or 4) including an additional attachment (*provided by the prospective proposer*) the proposer desires.

9.2.3 Request Process:

9.2.3.1 It is the responsibility of each prospective proposer to notify BHA, in writing, no later than deadline for Q & As noted on page 2 of this RFP, of any contract clause that he/she is not willing to include in the final executed contract and abide by. BHA will consider and respond to such written correspondence. Submit requests via email to:

Tina Walgren
Contracts & Procurement Administrator
twalgren@bremertonhousing.org

9.2.3.2 The decision of BHA not to include such clauses does not give the successful proposer the right to refuse to execute BHA's contract form. If the prospective proposer is not willing to abide by BHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

9.2.3.3 BHA has no responsibility to conduct any negotiations after the Q & A's deadline pertaining to the contract clauses already published. **Delays or refusal to execute BHA's contract upon contract award is not conducive to the SOW waiting to be performed.**

9.2.3.4 By completing, executing, and submitting the *Form of Proposal, Attachment A*, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by BHA, either in hard copy or on the noted eProcurement System," and agrees to sign BHA's contract including the contract clauses (Attachments E and F).

9.2.4 Assignment of Personnel: BHA shall retain the right to demand and receive a change in personnel assigned to the work if BHA believes that such change is in the best interest of BHA and the completion of the contracted work.

9.2.5 Sub-Contracting: The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty without the prior written consent of the CO shall be void and may result in the cancellation of the contract with BHA or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO or the ED.

9.2.6 Right to Negotiate Final Fees: BHA shall retain the right to negotiate the fees proposed by the top-rated proposer. Such negotiations shall begin after the evaluation panel has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO and/or ED successfully concluded within five (5) business days, BHA shall retain the right to end such negotiations and begin negotiations with the next top-rated proposer. BHA shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e., top-rated first, then next rated following until a successful negotiation is reached).

9.2.7 Contract Service Standards: All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

10.0 **INSURANCE & LICENSING REQUIREMENTS:**

10.1 **Required Insurance Coverage:**

10.1.1 **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*)
2. Workers' Compensation insurance as required by state law and Employer's Liability Insurance

10.1.2 **Minimum Limits of Insurance: Consultant shall maintain limits no less than as follows.**

General Liability:

- \$1 million each occurrence for Bodily Injury, Personal injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

Workers' Compensation (*statutory*) and Employer's Liability:

- \$1 million per accident for Bodily Injury or Disease.

- Errors and Omissions Insurance including coverage for claims arising from wrongful acts under the Americans with Disabilities Act.

10.1.3 **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by BHA. At the option of BHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects BHA, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to BHA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

10.1.4 **Other Insurance Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability coverage can be provided in the form of an appropriate Endorsement to the Consultant's insurance or as a separate policy for services of this contract.
2. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects BHA, its officers, employees, and volunteers. Any insurance or self-insurance maintained by BHA, its officers, employees, or volunteers shall be in excess of the Consultant's insurance unless such claims are caused by the sole negligence, errors, or omissions of BHA.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after 30 days prior written notice by certified mail, return receipt requested, has been given to BHA.
4. Maintenance of the proper insurance for the duration of this contract is a material element of the contract. Material changes in the required coverage or cancellation shall constitute material breach of the contract by the Consultant.

10.1.5 **Acceptability of Insurers:** Insurance shall be placed with insurers with a current A.M. Best's rating of no less than B+:VI.

10.1.6 Verification of Coverage:

10.1.6.1 Consultant: Consultant shall furnish BHA with Certificates of Insurance with amendatory Endorsements effecting coverage required by these specifications. The Endorsements shall conform fully to the requirements. All Certificates of Insurance and Endorsements are to be received and approved by BHA in sufficient time prior to work commencing to permit the Consultant to remedy any deficiencies. BHA reserves the right to require complete, certified copies of all required insurance policies, including Endorsements effecting the coverage required by these specifications at any time.

10.1.7 Sub-Consultants: BHA must approve use of sub-consultants. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-consultant in a manner and in such time as to permit BHA to approve them before sub-consultants' work begins. All coverage for sub-consultants shall be subject to the requirements stated above.

10.2 Licensing Requirements: Copies of the following license(s) shall be provided under [TAB 1](#).

10.2.1 State of Washington Master Business or Legal Entity License:

A copy of the proposer's license issued by the State of Washington Secretary of State allowing the proposer to provide the services in the state of Washington.

10.2.2 If the license(s) has been applied for but not yet received, please indicate this under the appropriate tab.

11.0 ADMINISTRATIVE INFORMATION

11.1 BHA'S Reservation of Rights:

11.1.1 While HUD Handbook No. 7460.8 REV 2 is not law, it is intended to and will serve as guidance for BHA's procurement activities as required for federally assisted projects.

11.1.2 BHA 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 BHA to be in its best interest.

11.1.3 BHA reserves the right to choose not to award any contracts pursuant to this RFP.

11.1.4 BHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience, upon ten (10) days written notice.

11.1.5 BHA reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.

11.1.6 BHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the BHA CO.

11.1.7 BHA reserves the right to negotiate proposed fees.

11.1.8 BHA 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 unsolicited services.

11.1.9 BHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

11.1.10 BHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [Housing Agency Marketplace](#) internet site and downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed

within this document and within the noted internet site and further agrees that he/she will inform BHA through the contacts on Page 2 in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by BHA that he/she believes should be addressed. Failure to abide by this timeframe shall relieve BHA, but not the prospective proposer, of any responsibility pertaining to such issue.

- 11.1.11 BHA reserves the right to review and inspect the awarded consultant’s activities throughout the contract term.
- 11.2 **Equal Opportunity Employment:** BHA will not discriminate on the basis of race, color, gender, sexual orientation, religion, age, disability, national origin, marital or familial status, or any other legally protected status.
- 11.3 **Minority-owned and Women-owned Business Enterprises:** BHA strongly encourages responses from Minority and Women’s Business Enterprises or partnerships made up of MWDBEs as it BHA’s goal to increase that contract base.
- 11.4 **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter “S3”) requires BHA to the greatest extent feasible to provide employment opportunities to S3 residents. S3 residents include residents of BHA communities and other low-income residents of Bremerton. Proposers wishing to claim a S3 preference should refer to [Attachment C](#) for instructions.
- 11.5 **Basic Eligibility:** The successful respondent must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, they must not be debarred, suspended, or otherwise ineligible to contract with BHA, and must not be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-procurement Programs” or HUD’s “Limited Denial of Participation” list.
- 11.6 **Payment Requirements:** Respondents should be aware that BHA will only make payments on the contract issued under this RFP after the work being billed has been completed and will pay reimbursable expenses (if applicable to the particular contract) to the respondent only upon receipt of an invoice for the reimbursable expenses. *No advance payments will be made* to the selected respondent, who must have the capacity to meet all project expenses in advance of payments by BHA.
- 11.7 **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to BHA must be submitted to BHA in both hard copy and a digital format that meets BHA’s requirements, using Microsoft Office or AutoCAD products in an IBM-compatible format. All documents and products created by the awarded firm and their subcontractor(s) shall become the exclusive property of BHA.
- 11.8 **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, BHA expressly reserves the right, through any other sources available, to pursue and contract for alternative means of soliciting similar or related services as described in this RFP.
- 11.9 **Funding Availability:** By responding to this RFP, the respondent acknowledges that any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

11.10 **Acronyms:**

A.M. Best	Alfred M. Best (<i>founder</i>) Insurance Rating Guide
BHA	Housing Authority of the City of Bremerton
CO	Contract Officer
HUD	(U.S. Department of) Housing and Urban Development
PBCA	Performance Based Contract Administrator
PM	Project Manager
RFP	Request for Proposal
SOW	Scope of Work