

**REQUEST FOR PROPOSALS (RFP) NO. P25003**  
**Assisted Living Services for Bay Vista Commons**  
**191 Russell Rd. Bremerton, WA 98312**  
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 in BLUE ink.

		Return	Read-only
Attachment A	<b>Form of Proposal</b>	<input checked="" type="checkbox"/>	
Attachment B	<b>Profile of Firm</b> form	<input checked="" type="checkbox"/>	
Attachment C	<b>Form HUD-5369B: Instructions to Offerors, Non-construction (8/93)</b>		<input checked="" type="checkbox"/>
Attachment D	<b>Form HUD-5370C Section I</b>		<input checked="" type="checkbox"/>
Attachment D-1	<b>Form HUD-5370C Section II</b>		
Attachment E	<b>Draft Management Agreement</b> (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 intention to do so.)		<input checked="" type="checkbox"/>
Attachment E-1	<b>Draft Management Plan</b>		<input checked="" type="checkbox"/>
Attachment F	<b>W-9: Request for Taxpayer and Identification Number</b>	<input checked="" type="checkbox"/>	
Attachment G	<b>Fiscal Year 2025 Budget</b>		<input checked="" type="checkbox"/>

RFP Issued:	Pre-Proposal Meeting: Facility Tour	Questions Due:	Submittals Due:
03/24/25, WED	03/31/2025, MON 10:00 A.M.	04/07/25, MON by 2:00 PM	04/23/25, WED by 2:00 PM

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**1.0 RFP INFORMATION AT-A-GLANCE:**

<b>OBTAIN THE RFP AND ATTACHMENTS:</b>	<p>➡ <b>Go to:</b> <a href="https://ha.internationaleprocurement.com/">https://ha.internationaleprocurement.com/</a></p> <p>Register with the <a href="#">Housing Agency Marketplace</a> system  (866) 526-9266 Toll Free Web Support for help with registering</p> <p>RFP, Attachments and Addenda are posted on the <a href="#">Housing Agency Marketplace</a> system.</p>
<b>HOW TO ASK QUESTIONS:</b>  <i>No Phone Calls</i>	<p><b>*4/07/25, WED by 2:00 PM: DEADLINE</b></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><b>To: Tina Walgren, Contracts &amp; Procurement Administrator</b>  Via email at: <a href="mailto:twalgren@bremertonhousing.org">twalgren@bremertonhousing.org</a>  Via Fax at: (360) 616-2905</p>
<b>HOW TO SUBMIT A RESPONSIVE PROPOSAL:</b>	<ol style="list-style-type: none"> <li>1. You must be registered on the <a href="#">Housing Agency Marketplace</a> 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.</li> <li>2. Submit your electronic copy of your proposal &amp; proposed fees to:  <a href="mailto:twalgren@bremertonhousing.org">twalgren@bremertonhousing.org</a></li> </ol>
<b>IMPORTANT:</b>	<ul style="list-style-type: none"> <li>➡ The person signing the proposal must be authorized to commit the proposer and to conduct negotiations or discussions if requested or required, or both.</li> <li>➡ 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 already attached as <a href="#">Attachments E</a> and <a href="#">E-1</a>. (See <i>Section</i></li> </ul>

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	<p>9.0)</p> <p>➡ 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</p>
<b>PROPOSAL SUBMITAL DEADLINE:</b>	<b>*04/23/2025, WED by 2:00 PM: DEADLINE</b>
	<p style="text-align: center;"><b>Bremerton Housing Authority</b></p> <p style="text-align: center;">Email to: <a href="mailto:twalgren@bremertonhousing.org">twalgren@bremertonhousing.org</a></p> <p style="text-align: center;"><b><u>Please reference RFP P25003 in the email subject line.</u></b></p>

**2.0 INTRODUCTION AND BACKGROUND OVERVIEW**

The Housing Authority of the City of Bremerton (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:**

**Overview:**

The Bremerton Housing Authority (BHA) owns a 72-unit Medicaid Assisted Living – Memory Care Community in the City of Bremerton, Bay Vista Commons Assisted Living Community, located at 191 Russell Rd. Bremerton, WA 98310. Of the 72 units, 60 are assisted living units and 12 are Alzheimer units. The property is a mix of private pay, Section 8, and Medicaid units.

Current Service Provider: Martha & Mary Lutheran Services was awarded the contract for property management services in 2017. As the previous solicitation offered a contract that would be eight years in duration, BHA is required to solicit formal proposals for the continued operation of this facility.

**4.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS:**

**4.1 Services Required Include:**

- Professional staff: awake and available 24 hours per day/7 days per week
- LPNs and caregivers on staff
- Regularly scheduled health monitoring
- Individualized assessment and personalized care programs
- Medication management

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- Assistance with Activities of Daily Living
- Incontinence Management
- Escort services to meals and activities
- Management of routine facility maintenance
- Management of food services in compliance with regulatory and dietary requirements of WAC 388-78A-2300.
- Experience in maintaining facility certification for State of Washington DSHS Boarding Home Licensure
- Experience in maintaining facility certification for State of Washington DSHS Medicaid Contract
- Experience in leasing with Section 8, private pay, and Medicaid.
- Use of electronic medication administration program

**4.2 Additional Financial Requirements:** BHA owns the Bay Vista Commons facility and has leased the property in perpetuity to the Bay Vista Commons ALC, LLC (“BVC ALC”) a single member limited liability company under the laws of the state of Washington. BHA is the sole manager and member of the BVC ALC. BVC ALC was formed to meet eligibility requirements for a HUD insured mortgage on the property that was secured in 2016. BHA is the legal owner of the fee interest of the real property and has leased the facility to BVC ALC for its use in operating a healthcare facility. The facility is operated by BHA and managed by BHA through a property management and assisted living services agreement contract. In order to comply with applicable state law, BHA as owner must be responsible for the maintenance of an account at the bank of BHA’s choosing and for the processing and payment of accounts payable disbursements. The selected service provider will be responsible for the billing of the property’s accounts receivable and will ensure employees of the property code, bundle, and ship to BHA weekly the outstanding invoices and any other information related to any accounts payable which are due and owing in connection with the operation of the property. All onsite personnel shall be employees or independent contractors of the selected entity, and the selected entity will prepare and process employee compensation payments and related taxes and benefits accordingly – forwarding payroll reports to BHA two (2) business days prior to the payroll’s distribution in order to allow for verification of bank account balances and to record and process the disbursements in the general ledger.

Bay Vista Commons original debt issuance was re-financed (in 2016) with a HUD insured mortgage. The terms of the mortgage and regulatory agreements require periodic financial and operational reports to the lender (Lancaster Pollard) and to HUD. The property management and assisted living services agreement entered into with any management agent for BHA must include an addendum required by HUD for properties financed with such FHA Loans - providing for expectations of the management agent to provide certification regarding compliance with facility requirements as may be requested and providing acknowledgement of the managing agent of HUD’s rights that are in addition to the management agreement’s specific terms and obligations with BHA. The HUD loan balance as of 02/2025 was \$5,078,334.54, interest rate of 3.39%

**4.3 Contract Period:** BHA anticipates that it will award a contract for a period of up to eight (8) years.

**4.4 Schedule:** BHA has set the following timeline to complete the project.

- ♦ **BEGIN:** June 2025
- ♦ **COMPLETE:** May 2033 **If All Options Are Exercised**

**4.5 Current Contractor:** As previously stated, BHA has been receiving these services from Martha & Mary Lutheran Services located in Poulsbo, WA.

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**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, divided by the numbered tab.

Tab No.	Description
<b>TAB 1:</b>	<p><b>Attachments: Completed and Signed:</b></p> <ul style="list-style-type: none"> <li><b>A: Form of Proposal</b></li> <li><b>B: Profile of Firm</b></li> <li><b>F: W-9 Request for Taxpayer and Identification Number</b></li> <li>-- <b>License Copy:</b> State of Washington → See <a href="#">Section 10.2</a></li> <li>-- <b>License Copy:</b> City of Bremerton → <b>Licensing Requirements</b></li> </ul>
<b>TAB 2:</b>	<p><b>Evaluation Factor 1: Project Approach:</b></p> <ul style="list-style-type: none"> <li><b>A)</b> General overview and business philosophy of your firm including vision for providing care in an assisted-living environment.</li> <li><b>B)</b> Discuss your firm’s unique approach in response to the SOW.</li> <li><b>C)</b> Describe the work typically performed by your firm’s own forces and by subcontractors.</li> <li><b>D)</b> Describe in-house systems your firm uses to manage costs, resident care needs, and operations, including electronic medication administration.</li> <li><b>E)</b> Describe reporting systems that you have in place for communicating with the owner of the facility.</li> <li><b>F)</b> Discuss any specific additions or alternatives to activities described in the SOW your firm believes may be required.</li> </ul>
<b>TAB 3:</b>	<p><b>Evaluation Factor 2: Capacity and Capability to Perform the Work Described in the SOW in Section 4.0:</b></p> <ul style="list-style-type: none"> <li><b>A)</b> Discuss key in-house staff that will be involved in the project. Identify any sub-consultants that will be used.</li> <li><b>B)</b> Provide information about your firm’s current workload and your ability to take on the management of another facility.</li> <li><b>C)</b> Provide the most recent interim financials and the most recent audited financials (or annual report) available for your firm.</li> </ul>

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**TAB 4: Evaluation Factor 3: Firm's Qualifications:**

- A) Resumes for all key staff to be involved in this project AND all the firm's principals.
  - B) Describe required training and continuing education for staff and subcontractors.
- 

**TAB 5: Evaluation Factor 4: Successful Past Performance:**

- A) Describe your firm's previous management experience with Medicaid-certified assisted living and memory-care facilities.
  - B) Describe your firm's previous management experience with facilities that have different forms of subsidy.
  - C) Submit a listing of current and past clients, including Public Housing Authorities and/or public entities that your firm has provided services similar to those referenced in this RFP.
    - 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.
- 

**TAB 6: Evaluation Factor 5: Price – To Be Included as a separate email attachment from the proposal (see 5.4.1 below)**

- A) Provide an operating expense budget based on the 2025 budgeted income of \$4,509,772.
  - B) Provide fully burdened hourly rates for proposed staff.
  - C) Provide proposed professional management fee.
- 

**TAB 7: Equal Employment Opportunity (EEO):**

- A) Proposer 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.
- 

**TAB 8: (Optional): Subcontractor/Joint Venture Information:**

- A) Proposer shall identify hereunder whether or not it intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from proposers under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
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**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.

**5.3 SEPARATE: Submission of Proposed Fees**

**5.3.1 Proposed Fees:** Submit as a separate attachment from the above tabbed proposal.

**5.4** 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.

**5.5** Effort should be made to keep submittals concise.

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

**5.7** None of the proposed services may conflict with any requirement BHA has published herein or has issued by addendum.

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

**6.0 PROPOSAL SUBMISSION:**

**6.1 Proposed Pricing:** DO NOT make any references to pricing in the tabbed proposal or you may be rejected without further consideration. **Provide one (1) separate attachment of proposed pricing.** Unless otherwise stated, the bid pricing is to be **all-inclusive of 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.

➤ **Housing Agency Marketplace:** Enter "\$1" as your PROPOSED PRICING.

**6.1.1 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.

**6.1.1.1 Labor:** Sales or use tax is not imposed on the purchases by the contractor or sub(s) of labor or services in the performance of the contract to be executed based on this solicitation. Therefore, the Washington State retail sales tax or the compensatory use tax for these items should **not** be included in the bid price.

**6.1.1.2 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



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excise taxes paid by the Consultant in the cost of materials but must not have any such tax itemized on the invoice.

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

**6.2.1** 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.

**6.3 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.

**6.4 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) pertaining to this RFP. Failure to abide by this requirement may be cause for BHA to consider a proposal unresponsive.

**6.5 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 (a substantive conversation - “substantive” meaning, when decisions pertaining to the RFP are made - between BHA and a prospective proposer when other prospective proposers are not present) that may give one prospective proposer an advantage over other prospective proposers.

**6.6 Pre-Proposal Meeting:** The scheduled pre-proposal meeting identified on [page 2](#) is not mandatory. Typically, meetings last one (1) hour or less. Prospective proposers may ask questions, though the CO will require that questions be submitted in writing prior to providing a response. **Attendees should bring a copy of the RFP documents** to this meeting as BHA will not distribute any.

**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	Proposed Project Approach	Objective	20
2	Capacity and Capability to Perform the Work Described in the SOW	Subjective (Technical)	20
3	Firm’s Qualifications	Subjective (Technical)	20



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<b>4</b>	Demonstrated Experience and Successful Past Performance	Subjective (Technical)	<b>20</b>
<b>5</b>	Proposed Pricing	Subjective (Technical)	<b>15</b>
<b>6</b>	Overall Quality and Appearance of Proposal and Evidence of Directions Followed	Subjective (Technical)	<b>5</b>
<b>Maximum Points</b>			<b>100</b>

**7.1 Evaluation Method:**

- 7.1.1 Submittal Receipt:** All submittals received by the stated deadline will be opened by BHA’s CO or his/her designee and screened for eligibility.
- 7.1.2 Evaluation Committee:** BHA shall select a minimum of three people 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.
- 7.1.3 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 a contract with a proposer entity will be excluded from participation on the BHA evaluation committee.
- 7.1.4 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 contacts noted on [page 2](#) are the only individuals 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.
- 7.1.5 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 Contracting Officer (CO).
- 7.1.6 Determination of Top-ranked Proposer:** The points awarded by the evaluation committee will be tallied to determine the final rankings, and then the results will be forwarded to the BHA Executive Director (ED) for approval.
- 7.1.7** Interviews may then be conducted with the top-ranked respondents.
- 7.1.8** 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.
- 7.1.9 Notice of Award:** If an award is completed notification of the announcement of the awarded firm shall be sent to all proposers via e-mail.
- 7.1.10 Minimum Evaluation Results:** To be considered to receive a contract award, a proposer must receive a total calculated average **of at least 70 percent**. This total does not include the additional Interview Points detailed below if interviews are conducted.

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**8.0 INTERVIEW Additional Possible Points: 50**

**8.1** After scoring the proposals, the evaluation selection committee may select a short-list of the most highly qualified respondents to interview. Prior to the interview, references will be checked by the evaluation selection committee. Interview questions will be directed solely to the proposed Project Team. The corporate executive dedicated to the project and all other personnel which 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 letter 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. ([Attachments E and E-1](#)).

**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](mailto: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 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**

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**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 attached as [Attachments E and E-1](#).

**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 amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at BHA's option, be the basis for the beginning of negotiations. 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 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 10 01*)
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*)
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*)
4. 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

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general aggregate limit shall apply separately to the project/location, or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability:**
  - ☞ \$1 million per accident for Bodily Injury and Property Damage.
- 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.
- Medical malpractice for nurses or other professional medical staff who are included on staff.
- Fidelity Insurance including Employee Dishonesty on a blanket basis.

**Note:** These limits can be obtained by individual policies or by combining primary and umbrella policies.

**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:** General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. BHA, its officers, employees, and volunteers are to be covered as additional insured with respect to liability arising from services provided by the Consultant including bodily injury or equipment furnished; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. 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. Changes in the required coverage or cancellation shall constitute material breach of the contract by the Consultant.

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

**10.1.6 Verification of Coverage:**

**10.1.6.1 Consultant:** Consultant shall furnish BHA with original Certificates of Insurance together 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-contractor in a manner and in such time as to permit BHA to approve them before sub-consultants' work begins. All coverage(s) for sub-consultants shall be subject to the requirements stated above.

**10.1.8 Indemnification:**

**10.1.8.1** The Contractor shall indemnify BHA for negligence errors and omissions of its staff and subcontractors.

**10.1.8.2** BHA shall indemnify the Contractor for facility, common areas, and for negligence errors and omissions of its staff.

**10.1.9** Notwithstanding this provision, the Consultant shall indemnify BHA for any claims resulting from the performance or non-performance of the Consultant's sub-consultants and/or their failure to be properly insured.

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

**10.2.1  City of Bremerton:**

A copy of the proposer's business license allowing that entity to provide such services within the City of Bremerton.

**10.2.2  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.

**10.2.3**  If the license(s) has been applied for but not yet received, please indicate this in 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 interests.

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

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- 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 to the successful proposer(s).
- 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 the fees proposed by the proposer entity.
- 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 non-requested 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, 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 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 contractor's activities throughout the contract term and interview staff in accordance with HUD Labor Standard regulations when applicable.
- 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, Women-owned and Disadvantaged Business Enterprises (M/W/DBE):** BHA strongly encourages responses from Minority and Women's Business Enterprises or partnerships made up of M/W/DBEs as it is BHA's goal to increase that contract base. A respondent who is a M/W/DBE or who has plans to use an M/W/DBE as a sub-contractor or partner in the response and that subcontractor or partner has *not* been certified as a M/W/DBE, the subcontractor or partner shall submit a certified application for such M/W/DBE to the appropriate local or state agency.
- 11.4 **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.
- 11.5 **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.



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- 11.6 Documents Produced:** All documents and products created by the awarded firm and their subcontractor(s) specifically for this contract shall become the exclusive property of BHA.
- 11.7 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 implement alternative means of soliciting similar or related services as described in this RFP.
- 11.8 Funding Availability:** By responding to this RFP, the respondent acknowledges that, for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

**11.9 Acronyms:**

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