REQUEST FOR PROPOSALS (RFP) NO. P26006
Third Party Property Management Services
for
Bremerton Housing Authority (BHA)

TABLE OF CONTENTS		
	REQUEST FOR PROPOSALS	
Section	**Description**	**Page**
1.0	RFP Information At-A-Glance	2
2.0	Introduction and BHA Background	3
3.0	Scope of Work / Technical Specifications	3
4.0	Contract Period and Schedule	4
5.0	Information to be Provided in Submittals	5
6.0	Proposal Submission	7
7.0	Proposal Evaluation	8
8.0	Interview	9
9.0	Contract Award	9
10.0	Insurance and License Requirements	11
11.0	Administrative Information	13

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	**Form of Proposal**	☑	
Attachment	B	**Profile of Firm** form	☑	
Attachment	C	**Section 3 Business Certification** **(Optional)**	☑	
Attachment	D	**Draft Management Agreement** (please note that this contract is being given as a sample only. BHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that BHA believes are in its best interests.)		☑
Attachment	E	**W-9:** Request for Taxpayer and Identification Number	☑	
Attachment	F	**HUD5369-B Instructions to Offerors**		☑
Attachment	G	**HUD5369-C Certifications of Offerors**	☑	
Attachment	H -- H1	**HUD5370-C1 & C2 General Conditions for Non-Construction Contracts**		☑

RFP Issued:	Questions Due:	Submittals Due:	Interviews (if needed)
10/29/2026, FRI	**11/09/2026, MON by 2:00 P.M.**	**12/04/2026, FRI by 2:00 P.M.**	**Week of 12/07/2026**

1.0 RFP INFORMATION AT-A-GLANCE:

OBTAIN THE RFP AND ATTACHMENTS: ➲	**Go to:** https://ha.internationaleprocurement.com/ Register with the Housing Agency Marketplace system (866) 526-9266 Toll Free Web Support for help with registering RFP, Attachments and Addenda are posted on the Housing Agency Marketplace system

HOW TO ASK QUESTIONS: ***No Phone Calls***	**11/09/26 FRI by 2:00 PM: DEADLINE** Any questions or requests for further information must be submitted in writing no later than the above date to the following contacts: **To: Tina Walgren, Contracts & Procurement Administrator** Via email at: twalgren@bremertonhousing.org RFP Addenda responses to questions will be published on the Housing Agency Marketplace system.
HOW TO SUBMIT A RESPONSIVE PROPOSAL:	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. Submit your electronic copy of your proposal & proposed fees to: twalgren@bremertonhousing.org
IMPORTANT:	➲ 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 *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 already attached as Attachment D *(See Section9.0)* ➲ 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:	**12/04/2026, FRI by 2:00 PM: DEADLINE**
Where to Submit Proposal:	Email one (1) PDF file and pricing attachment to: Tina Walgren: twalgren@bremertonhousing.org **Please reference RFP P26006 in the email subject line.**

2.0 INTRODUCTION

General: Bremerton Housing Authority seeks a qualified firm to provide professional property management services for agency acquisitions in the City of Bremerton and greater Kitsap County

Background: 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 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, 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 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS:

BHA utilizes third party property management at two of its properties: Martha & Mary Lutheran Services at its Bay Vista Commons Assisted Living Community and Avenue5 at the Reserve at Blueberry Park Apts. These management teams will remain in place. For this solicitation, BHA is seeking to procure a Master Services Agreement for property management as we add to our asset portfolio by new acquisition or development of properties. Additionally, BHA may wish to utilize this master agreement to provide property management due diligence support services and transition services in the months leading up to an acquisition closing and property takeover.

BHA is in the process of acquiring the Trailhead at the Preserve Apts. in Bremerton, which has 109 units of workforce housing affordable to residents at or below 80% AMI, and will be funded by bond issuance with closing expected in December 2026. Future acquisitions or development may include market rate units, Low Income Housing Tax Credit units, Washington State Department of Commerce – Housing Trust Fund, HUD subsidized properties or subsidy by other funding resources.

The master service agreement would require flexibility to add individual management contracts per acquisition. BHA expects that fees will vary depending on property size and management complexity. For transition or due diligence support services, we seek a fixed fee structure.

The types of property management services that may be requested from the service provider awarded under this master contract with BHA include, but are not limited to:

- Operating budget preparation.
- Development and/or implementation of management plans for each managed property.
- Residential leasing strategy and administration, including management of the application process, tenant eligibility, occupancy rates, waiting lists, rules, and operating policy.
- Ensure affordable housing funding compliance (i.e., Low Income Housing Tax Credit program, Washington State Department of Commerce – Housing Trust Fund, HUD programs and other local funding and/or subsidy programs that may be applicable.
- Property bank account setup and administration.
- Expense management and payment processing.
- Ensure adherence to HUD rules, Fair Housing compliance, NSPIRE inspection standards, LIHTC programs where applicable and local housing codes.
- Enforce lease agreements, handle resident non-compliance, and manage legal eviction processes in accordance with all regulations.
- Resolve resident complaints, disputes, and community safety concerns.
- Provide after-hours emergency response availability.

- Collect monthly rents, security deposits, and miscellaneous charges, tracking accounts through software like Yardi or equivalent platforms.
- Recruitment and training of site-based property management support staff.
- Residential property management, including but not limited to oversight of site-based maintenance staff and management of outside contracts.
- Preventative maintenance planning and implementation services and oversight of capital projects.
- Capital budget support in the form of reserve account forecasting and project recommendations to BHA.
- Delivery of monthly, quarterly, and annual financial reports.
- Delivery of monthly rent rolls.
- Ongoing review of property for tenant safety and owner liability issues.
- Emergency Management as needed and restoration and construction management after any loss.

The types of due diligence support services that may be requested from the service provider under this master contract with BHA include but are not limited to:

Lease File Audit:

- Verify accuracy of rent rolls: total household members, move-in dates, current rents, lease charges and concessions.
- Verify resident deposits, security deposits, pet deposits.
- Verify delinquent tenant balances and collections status.
- Verify all households receiving rent subsidies.

Transition & Property Takeover Services:

- Onboarding Plan: provide a comprehensive takeover plan covering the immediate 30, 60, 90 days post-closing.
- Data Migration: transfer tenant data, financial histories and maintenance records from seller's system into management platform.
- Tenant Communication: Draft and distribute immediate change of management notifications, welcome packages and updated rent payment instructions to existing occupants.

Interior Unit Inspection:

- Condition of flooring: carpet, vinyl, etc.
- Condition of cabinetry, countertops, appliances
- Evaluation of walls/ceilings for damage, moisture, staining, etc.
- Evaluation of windows and doors for damage, missing screens, moisture, etc.
- Evaluation of plumbing fixtures: toilets, sinks, tub/shower

Exterior Unit Inspection:

- Non-Intrusive visual inspection of exterior surfaces, noting any issues to address.

Other Tasks:

- Preparation of capital improvement budget (preliminary only): list of recommended projects and high-level estimated cost.
- Proforma operating budget based upon actual past financial reports and projected operating costs.

4.0 CONTRACT PERIOD AND SCHEDULE:

BHA anticipates that the awarded entity will contract for three (3) years, with the option to extend for two (2) additional years.

BHA would like to begin working with the selected proposer immediately upon executing the contract.

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
TAB 1:	**Attachments: Completed and Signed:** **A: Form of Proposal** **B: Profile of Firm** **C. Section 3 Certification (Optional)** **D: W-9 Request for Taxpayer Identification Number** **G: HUD5369C Certifications of Offerors** **--** **License Copy:** State of Washington → **See** Section 10.2 **--** **License Copy:** City of Bremerton → **See** Section 10.2 **--** **State of Washington Real Estate Broker's License**
TAB 2:	**Evaluation Factor 1: Management & Operational Approach:** **A)** Describe your firm's direct portfolio experience managing Low-Income Housing Tax Credit properties, workforce housing, Project Based Section 8, and market rate properties. **B)** What is the firm's track record with regulatory compliance audits, (e.g. HUD, REAC, NSPIRE Inspection, Fair Housing and local code compliance)? **C)** Discuss your firm's management plan, approach to onboarding new properties, strategies for maintaining occupancy and process for communicating with BHA as the property owner. **D)** What is your property management philosophy regarding resident communication, conflict resolution, and community engagement? **E)** How do you handle routine, emergency, and preventative maintenance and unit turn repairs? **F)** What software systems do you use for work orders, purchase orders, tenant portal access, accounting, and occupancy tracking?
TAB 3:	**Evaluation Factor 2: Financial Management & Reporting:** **A)** What does your monthly, quarterly, and annual owner reporting package include, and how transparent is your accounting for operating expenses and reserve funds? **B)** How do you approach budget preparation, cost control, capital expense planning? Explain internal controls for rent collection, accounts payable and fraud prevention. **C)** Provide the most recent interim financials and the most recent audited financials (or annual report) available for your firm.

TAB 4: Evaluation Factor 3: Staffing & Key Personnel Qualifications:

A) Who will be assigned as Senior Property Manager and/or Portfolio Supervisor and what are their credentials? Provide resumes for key staff and principals of your firm that would be assigned to the BHA portfolio and your plan for managing on-site staff.

B) Describe required training and continuing education for staff and subcontractors.

C) What is your staff retention rate and what is your plan for recruiting and retaining on-site maintenance and leasing personnel?

TAB 5: Evaluation Factor 4: Successful Past Performance:

A) Describe your firm's previous management experience with properties that have different forms of subsidy.

B) Submit a listing of current and past clients, including Public Housing Authorities, non-profit housing providers, and/or public entities that your firm has provided services similar to those referenced in this RFP. BHA may contact these references.

- 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 on Your Own Form as a separate attachment to the RFP, see section 6.2:

A) What is the proposed management fee structure (e.g. flat monthly fee per unit, percentage of collected rent or tiered fee)?

B) What extra costs or fees (such as software setup, regional travel, annual audit prep) are excluded from the base fee?

C) Do you bill for corporate oversight or centralized administrative support? If yes; describe how.

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.

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 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.

5.4 Effort should be made to keep submittals concise, preferably no more than 20 pages.

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

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

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

6.0 PROPOSAL SUBMISSION:

6.1 Submit one (1) electronic PDF tabbed proposal as directed to the BHA representative on page 2. Note, a combined PDF is preferred. The pricing attachment per below in 6.2 should be separate from the proposal.

6.2 **Proposed Pricing: 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.

6.2.1 **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.

6.2.1.1 **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.

6.2.1.2 **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 Contractor in the cost of materials but must not have any such tax itemized on the invoice.

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

6.3.1 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.

6.4 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.

6.5 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.

6.6 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.

6.7 Pre-Proposal Meeting: A pre-proposal meeting is not scheduled for this RFP.

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	Management & Operational Approach	Objective	20
2	Financial Management & Reporting	Subjective (Technical)	20
3	Staffing & Key Personnel Qualifications	Subjective (Technical)	15
4	Demonstrated Experience and Successful Past Performance	Subjective (Technical)	25
5	Proposed Pricing	Subjective (Technical)	15
6	Overall Quality and Appearance of Proposal and Evidence of Directions Followed	Subjective (Technical)	5
		Maximum Points	**100**

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 screened for eligibility.

7.2.2 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.

7.2.3 **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 a 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 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.

7.2.5 **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 Contracting Officer (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 results will be forwarded to the BHA Executive Director (ED) 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 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 percent**. This total does not include the additional Interview Points detailed below if interviews are conducted.

8.0 INTERVIEW — Additional Possible Points: 20

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 a written award recommendation for the ED. 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. (Attachment D).

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 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 attached as Attachment D.

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 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.

☑ 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.

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 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 ➲ **State of Washington Real Estate Broker's License**

11.0 ADMINISTRATIVE INFORMATION

11.1 BHA'S Reservation of Rights:

11.1.1 While HUD Handbook No. 7460.8 REV 3 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.

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.

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:**

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