REQUEST FOR PROPOSALS (RFP) NO. P26005
Financial Audit Service
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**	☑	
Attachment	B	**Form HUD-5369C**: Certifications and Representations of Offers, Non-construction Contract (8/93)	☑	
Attachment	C	**Profile of Firm** form	☑	
Attachment	D	**OPTIONAL: Section 3** forms, including explanation *(applies to Section 3 employers ONLY)*	☐ *(optional)*	
Attachment	E	**Form HUD-5369B**: Instructions to Offerors, Non-construction (8/93)		☑
Attachment	F	**Sample Contract:** Professional Services, Non-Construction form (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 it is in its best intention to do so.)		☑
Attachment	G	**Form HUD-5370-C PART 1**: General Conditions for Non-construction Contracts, Section 1 (with or without maintenance work) (01/2014)		☑
Attachment	H	**W-9:** Request for Taxpayer and Identification Number	☑	
Attachment	I	**Proposed Pricing-on submitter's own pricing form**	☑	

RFP Issued:	Questions Due:	Submittals Due:	Evaluation of Submittals	Interviews (if needed)
11/16/2026 MON	**11/30/2026, MON by 2:00 PM**	**12/14/2026, MON by 2:00 PM**	**Week of 12/14/2026**	**To be determined.**

1.0 RFP INFORMATION AT-A-GLANCE:

OBTAIN THE RFP AND ATTACHMENTS:	**Click on:** https://ha.internationaleprocurement.com/ Register with the Housing Agency Marketplace system. Call (866) 526-9266 Toll Free Web Support for help with registering. RFP, Attachments and Addenda are posted on the Housing Agency Marketplace system and on BHA's website: www.bremertonhousing.org

HOW TO ASK QUESTIONS: ***No Phone Calls***	***11/30/2026 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** By Email: twalgren@bremertonhousing.org
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 in single file PDF format to:** **twalgren@bremertonhousing.org**
ENSURE:	▪ 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 (Attachments F and G). *(See Section 9.0)* ▪ All information and Attachments required from proposers under the TABS in Section 5.0 must also be included for any major subconsultants (10% or more) or from any joint venture
PROPOSAL SUBMITTAL DEADLINE:	***12/14/2026 MON by 2:00 PM: DEADLINE:**
PROPOSAL SUBMITTAL EMAIL ADDRESS:	**Email to twalgren@bremertonhousing.org** **"RFP: P26005" should be included in the Subject Line**

2.0 INTRODUCTION

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 administers a broad range of federally and locally financed housing programs including Section 8 assistance payments for the communities it serves. BHA's total housing portfolio includes 650 units of housing at fifteen properties including public housing, project-based section 8, and low-income housing tax credit (LIHTC) units in multi-family developments and an assisted living facility. All of these properties are within the city limits of Bremerton. Of these properties, BHA owns seven properties and eight properties are separate tax credit partnership entities of which BHA is the General Partner. One of the BHA-owned properties is a Tax Credit Assistance Program (TCAP) project and is therefore subject to all of the requirements of a LIHTC partnership property. BHA is also the Project-Based Contract Administrator for the states of Washington, Nebraska, and Utah. BHA oversees 1,500 Section 8 vouchers for Kitsap and Mason Counties. BHA also formed a Type I supporting organization under IRC Section 509 (a)(3) to obtain funding to support facility and resident/participant needs.

3.0 Purpose and Overview:

Bremerton Housing Authority is requesting proposals from qualified independent, certified public accounting firms to provide annual financial statement audit services and related HUD and State of Washington financial reporting. The selected firm will be expected to conduct the annual single audit of BHA and to issue an opinion on BHA's basic financial statements in compliance with federal laws and regulations. In addition, the Audit firm will be expected to review and sign off on the Financial Data Schedule (FDS) as required by HUD. As a political subdivision of the State of Washington, BHA is audited annually for "Accountability" by the Office of the State Auditor. BHA-affiliated partnerships are also audited separately and are not included in this RFP scope of work.

4.0 SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS:

4.1 The Contractor will provide the following services/tasks for audit services commencing with the Agency's fiscal year ending September 30, 2026:

4.1.1 Perform a financial statement and compliance audit of the Agency in accordance with standards as described under the aforementioned General Requirements section. The statements to be provided by the housing agency include the following:

a. Statement of Net Position

b. Statement of Revenue, Expenses, and Changes in Net Position

c. Statement of Cash Flows

d. Notes to Financial Statements

e. Management Discussion & Analysis

f. Schedule of Expenditures of Federal Awards

4.1.2 As part of the engagement, the auditor will provide the following reports:

a. Independent Auditor's report, including in relation to opinions: (1) Management Discussion and Analysis, (2) Financial Data Schedule, (3) Schedule of Expenditures of Federal Awards

b. Independent Auditor's Report on Internal Control over Financial Reporting on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

c. Independent Auditor's Report on Compliance for Each Major Program and Internal Control Over Compliance as Required by the Uniform Reporting Guidance

d. Schedule of Findings and Questioned Costs

e. Any other report as needed to be compliant with current audit standards and HUD, other Federal agency, and state requirements, including HUD's Capital Fund Grant Close-out Cost Certificates

4.1.3 Provide along with the annual audit, written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance, or other matters that come to the attention of the auditor during the examination. The management letter shall be provided in draft form prior to publication of the annual financial statement and be discussed with the Executive Director and other appropriate housing agency staff.

4.1.4 The auditor will not be involved in submission of the unaudited Financial Data Schedule (FDS) to HUD. The auditor will review any HUD comments provided on the unaudited FDS submission and last year's audited submission and address accordingly.

4.1.5 The auditor will perform the HUD required Agreed-upon Procedures related to the submission of the audited FDS upon completion of the audit and if necessary, any re-submission as required by HUD.

4.1.6 The auditor will complete and transmit the Data Collection form to be filed with the Federal Clearinghouse.

4.1.7 An exit conference is required of the auditor upon completion of fieldwork with the Finance Committee to inform them of pertinent findings.

4.1.8 A formal presentation of the report by the auditor to the Board of Commissioners is required. The formal presentation can be completed via conference call.

4.2 The agency wishes to enter into a fixed fee contract to assure commitments will be met in a professional, effective, and cost-efficient manner. BHA intends to award the contract pursuant to a "best value" basis, not a "lowest bid" basis. An evaluation committee shall review and rank each of the offerors' proposals using the method of evaluation described in this request. The committee shall enter into negotiations with the highest ranked proposal first, and if necessary, any or all of the other proposals and submit the list of ranked offerors to the Executive Director. The Executive Director shall make a recommendation to the Board of Commissioners to award a single contract to the most competent, responsive, and responsible offeror in accordance with the proposal evaluation criteria.

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

4.4 **Schedule:** BHA would like to begin working with the successful proposer on the following date:

- **BEGIN: March 01, 2027**

5.0 INFORMATION TO BE PROVIDED IN SUBMITTALS:

5.1 **Cover letter**: The cover letter should include the proposal subject, the firm's name, address, phone, fax numbers, email address and contact person, date of the proposal, Federal ID number of the firm, and the firm's license number with the State Board of Accountancy. The letter should

contain a brief statement of the firm's interest in and understanding of the work, as well as confirmation the proposal is valid for 90 days and the signature of the individual authorized to bind the contract.

5.2 Tabbed Proposal Submittal: 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: Form HUD-5369C (8/93),** *Certifications and Representations of Offerors, Non-Construction Contract*
- **C: Profile of Firm**
- **H: W-9 Request for Taxpayer and Identification Number**
- **-- License Copy:** State of Washington Master Business or Legal Entity License

TAB 2: Eval Factor 1: Experience, Qualifications, Ability and Capability of the Firm to include:

A) Demonstrated experience in providing auditing services for public housing authorities, knowledge of HUD regulatory and compliance requirements for housing programs and state audit requirements;

B) Technical and financial resources and competence;

C) Provide information on size of firm, client portfolio and services offered by the firm.

TAB 3: Eval Factor 2: Management Plan & Staffing to include:

A) Provide a management plan that describes the firm's audit approach, process for review and quality control of services to be provided;

B) Provide a staffing plan that identifies key personnel and other staff who will be assigned to the project, include resumes detailing background and experience, information on government auditing experience, professional education, and memberships relevant to the performance of this audit.

C) For the principal supervisory and management staff, including engagement partners, managers or supervisors, indicate whether each person is licensed to practice as a certified public accountant in Washington.

TAB 4: Eval Factor 3: References

A) Provide no more than five (5) references of housing authorities currently under contract with the firm or clients served within the past three (3) years for whom the offeror has performed similar services to those described in the RFP. The list shall include client's name, client's contact information, telephone number, the dates the service(s) was provided, and a brief narrative description and scope of services and contract value. BHA reserves the right to contact references.

B) The firm is also required to submit a copy of the report of its most recent external peer review report as approved by the State society of CPA's. The firm shall also provide information on the results of any HUD QASS review, other federal or state desk reviews or field review of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organization.

TAB 5: Equal Employment Opportunity (EEO)

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.

TAB 6: (Optional): Subconsultant/Joint Venture Information

A) Proposers shall identify hereunder whether or not he/she intends to use any subconsultants 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 subconsultants (10% or more) or from any joint venture.

TAB 7: (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 D and any documentation required by that form.

TAB 8: (Optional): Other Information

A) The proposer may include hereunder any other general information that they believe is appropriate to assist BHA with its evaluation.

TAB 9: **Proposed Fees:** The Proposed Pricing shall be provided on **Attachment I**

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.

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 Bid Pricing:

Attachment I, Proposed Pricing: Complete on bidder's own pricing format and insert after Tab 9. Unless otherwise stated, the proposed 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 **Quantities:** All quantities entered above are for calculating purposes only to allow BHA to compare the respondents "apples to apples." **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, in any amount of services or items that BHA requires.

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 disqualify a submittal from consideration.

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 and addendum to the RFP on the Housing Agency Marketplace site which is automatically distributed to all registered (member) 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 RFQ 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.

7.0 PROPOSAL EVALUATION:

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

No.	Evaluation Factors	Maximum Points
1	Firm's Knowledge & Expertise with PHA's & HUD programs	30
2	Management Plan & Staffing	25
3	References & Peer Review	20
4	Price: Offeror's cost is reasonable based on services requested and management & staffing plan.	20
5	Overall Quality and Appearance of Proposal and Evidence of Directions Followed	5
	Grand Total	100

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

Evaluation Factors: Optional, Additional (As per 24 CFR Part 75 Section 3 Rule, where applicable) **S3 BUSINESS PREFERENCE PARTICIPATION:**	**Factor Type**	**Max Point Value**
Priority 1: A business that is at least 51% owned and controlled by residents of the specific public housing project(s) or Section 8-assisted housing developments receiving the assistance or has over 75% of its labor hours performed by these residents.	Technical	10
Priority 2: Business is at least 51% owned and controlled by residents of other public housing projects or Section 8-assisted housing managed by the Bremerton Housing Authority.		8
Priority 3: Business is a HUD-approved YouthBuild program operating in the metropolitan area or county.		6
Priority 4: Business is at least 51% owned and controlled by low- or very low-income area residents, or its permanent, full-time workforce includes at least 30% Section 3 workers.		4
Total Possible Points		**110**

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 or after 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 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 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 made 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 points** (of the 110 total possible points detailed within the evaluation section of this RFP). This total does not include the additional Interview Points detailed below.)

8.0 CONTRACT AWARD:

8.1 **Contract Award Procedure:** If a contract is awarded from this RFP, the following detailed procedures will be followed:

8.1.1 It is anticipated that upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Procurement Administrator. The Procurement Administrator 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.

8.2 **Contract Conditions:** ➲ **IMPORTANT: Please review.** The following provisions are considered mandatory conditions of any contract award made by BHA pursuant to this RFP:

8.2.1 **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 F and G).

8.2.2 **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.

8.2.3 **Request Process:**

8.2.3.1 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 and abide by 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

8.2.3.2 The decision of BHA to exclude 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.

8.2.3.3 Contract clause requests, concerns, clarifications, etc. will only be accepted during the open solicitation period. Accordingly, BHA has no responsibility to conduct any negotiations after the submittal 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.**

8.2.3.4 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 F and G.

8.2.4 **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.

8.2.5 **Subconsultant:** 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.

8.2.6 **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. 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).

8.2.7 **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.

9.0 INSURANCE & LICENSING REQUIREMENTS:

9.1 Required Insurance Coverage:

9.1.1 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

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

☑ **General Liability:**

- ➲ $1 million per 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.

☑ Fidelity Insurance including Employee Dishonesty on a blanket basis.

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

9.1.3 **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.

9.1.4 **Other Insurance Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed, 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 relate 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.

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

9.1.6 **Verification of Coverage:**

9.1.6.1 **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.

9.1.7 **Subconsultants:** The use of subconsultants must be approved by BHA. Consultant shall include all subconsultants as insureds under their policies or shall furnish separate insurance certificates and endorsements for each subconsultant in a manner and in such time as to permit BHA to approve them before subconsultants' work begins. All coverage for subconsultants shall be subject to the requirements stated above.

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

9.2 **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.

10.0 ADMINISTRATIVE INFORMATION

10.1 BHA'S Reservation of Rights:

10.1.1 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.

10.1.2 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.

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

10.1.4 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).

10.1.5 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.

10.1.6 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.

10.1.7 BHA reserves the right to negotiate the fees proposed by the proposer entity.

10.1.8 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.

10.1.9 BHA reserves the right to reject the proposal of any firm that is debarred by HUD or WA State from providing services.

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

10.1.11 The successful offeror/contractor 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 prior written consent of the Agency. Any purported assignment of interest or delegation of duty, without the prior written consent of the Agency shall be void and may result in cancellation of the contract with the Agency or may result in full or partial forfeiture of funds paid on the contract, as determined by the Agency.

10.1.12 Engagement partners, managers or other supervisory staff, and specialists may be changed if those personnel leave the awarded firm, are promoted, or assigned to another office. These personnel may also be changed for other reasons. However, in either situation, the Agency retains the right to approve or reject replacements.

10.1.13 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 thereby agrees to abide by all terms and conditions listed within this document and within the noted internet site.

10.1.14 BHA reserves the right to review and inspect the awarded contractor's activities throughout the contract term.

10.2 Equal Opportunity Employment: BHA will not discriminate on the basis of race, color, gender, sexual preference, religion, age, disability, national origin, marital or familial status, or any other legally protected status.

10.3 **Minority-owned and Women-owned Business Enterprises:** BHA strongly encourages responses from Minority and Women's Business Enterprises or partnerships made up of M/W/DBEs as it 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 subconsultant or partner in the response and that subconsultant or partner has *not* been certified as a M/W/DBE, the subconsultant or partner shall submit a certified application for such M/W/DBE to the appropriate local or state agency.

10.4 **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 S3 preference should refer to Attachment D for instructions.

10.5 **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.

10.6 **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.

10.7 **Documents Produced:** All 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 subconsultant(s) shall become the exclusive property of BHA.

10.8 **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 implement alternative means of soliciting similar or related services as described in this RFP. BHA may award contracts to other vendors such as designers, consultants, or contractors.

10.9 **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.

10.10 **Acronyms:**

A.M. Best	Alfred M. Best *(founder)* 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
RFP	Request for Proposal
SOW	Scope of Work