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| **ATTACHMENTS:** | | | | |  |  |
|  |  | The majority of required attachments for return are electronically fillable. | | |
|  |  | Please AVOID completing in handwriting to ensure legibility. | | | **Return** | **Read-only** |
|  |  | Please sign hard copies in BLUE ink. | | |
| 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 | **Instructions to Proposers and Contractors** |  | 🗹 |
| Attachment | | | G | **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-1 | **Form HUD-5370C 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 | 🗹 |  |

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| **RFP Issued:** | **Questions Due:** | **Submittals Due:** |
| **05/18/2022** | **05/24/2022, Tuesday by 2:00 P.M.** | **05/31/22 Tuesday**  **by 2:00 PM** |

1. **RFP INFORMATION AT-A-GLANCE:**

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| OBTAIN THE RFPANDATTACHMENTS: | Click on: | BHA Website: [www.bremertonhousing.org](http://www.bremertonhousing.org) |
|  | Go to [www.bremertonhousing.org](http://www.bremertonhousing.org) : Click on: “Doing Business with BHA”/Current Business Opportunities/RFP No. P21006 Compensation Study Consulting Services to obtain the RFP, Attachments & Addenda. |

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| **HOW TO ASK QUESTIONS:**  ***No Phone Calls*** | **\*05/25/2022, Wednesday by 2:00 PM**  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](mailto:twalgren@bremertonhousing.org) |
| Via fax at: (360) 616-2905 |
| **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 in hard copy and agrees to sign BHA’s contract including contract clauses (Attachments G and G-1). *(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:** | **\*05/31/2022 Tuesday by 2:00 PM** | |
| **PROPOSAL SUBMITTAL EMAIL ADDRESS:** | **Email to** [**twalgren@bremertonhousing.org**](mailto:twalgren@bremertonhousing.org)  **“RFP: P21006”** **should be included in the Subject Line** | |

1. **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). The area of operation for the Authority is contiguous with that of the Bremerton city limits and all of Mason County. BHA’s total housing portfolio includes 573 units of housing at twelve properties including public housing, project-based section 8, and low-income housing tax credit (LIHTC) units. 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 recently formed a Type I supporting organization under IRC Section 509 (a)(3) to obtain funding to support facility and resident/participant needs. BHA has also contracted with Kitsap Mental Health to manage Pendleton Place, a 72-unit facility to provide permanent housing for homeless participants in Bremerton.

1. **PROJECT BACKGROUND:**

**Overview:**

* 1. The Bremerton Housing Authority (BHA) is soliciting the services of a compensation benchmarking consultant/firm to conduct an Employee Classification and Compensation Study of approximately 60 positions. About half of these positions will be specific to housing authorities due to the uniqueness of the industry. The remainder would be comparable to similar positions in the broader public and nonprofit sectors.
  2. The purpose of the Classification and Total Compensation Study is to evaluate the existing job classification and compensation programs and provide viable options and strategies that would enhance BHA’s ability to attract and retain a highly qualified and motivated staff.

1. **SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS:**
   1. BHA is seeking proposals from qualified compensation consultants/benchmarking firms to:
      1. Perform a review of existing job descriptions and analyze the current jobs performed by employees and recommend classification updates as needed.
      2. Evaluate position designations of exempt and nonexempt to ensure compliance with the Fair Labor Standards Act (FSLA).
      3. Conduct a base pay compensation market study for up to 60 positions. Make recommendations for base pay changes, if needed.
      4. Revise the current salary structures to reflect current market data including a minimum and maximum percent spread, and the difference between each salary step.
      5. Analyze and make recommendations for position placement in the revised salary structures.
      6. Prepare recommendations for compensation policies, including cost of living and merit pay increases, career ladders and variable incentive pay options to maintain competitiveness, reward employees and ensure internal pay equity.
      7. Develop and present to administration recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.
      8. Provide ongoing and open communication between designated BHA representatives/Executive Team and the consultant over the course of each phase of the project.
   2. **Contract Period:** BHA anticipates that it will initially award a contract for a period of approximately **one (1) year** with the option, at BHA’s discretion, of **four (4)** additional one (1) year option periods (**+4/1**).
   3. **Schedule:** BHA would like to begin the work with the successful proposer on the following date:

|  |  |  |  |
| --- | --- | --- | --- |
| ⬩ | **BEGIN:** | June 25, 2022 |  |

1. **INFORMATION TO BE PROVIDED IN SUBMITTALS:**
   1. **Tabbed Proposal Submittal:** BHA intends to retain the successful proposer pursuant to a “Best Value” basis not a “Low Bid” basis.
   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: 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 WashingtonMaster Business or Legal Entity License

**TAB 2: Eval Factor 1: Demonstrated Experience, Qualifications, Ability and Capability of the Consultant/Firm** in providing compensation study services:

1. Describe recent experience providing analyses and recommendations for similar organizations: public agencies, nonprofit organizations, and housing authorities.
2. Describe your approach to providing recommendations and the sources of data that your firm will use.
3. Good record of past performance including references for similar projects
4. Presuming a start date of June 25, 2022, provide an estimated completion date and an outline of the proposed phases of the project.

**TAB 3: Eval Factor 2: Experience and Qualifications of the Personnel** assigned to this project. Include:

1. List of experience and qualifications of the personnel assigned to this project
2. Resumes of key personnel

**TAB 4: Eval Factor 3: Proposed Fees**

1. Please provide your hourly rate as well as a cost estimate for the total project. Provide a breakdown of frequency and costs for meeting with BHA management, analyses, and preparation of any reports.

**TAB 5: Equal Employment Opportunity (EEO)**

* 1. 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**

* 1. Proposers shall identify hereunder if 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**

1. 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**

1. The proposer may include hereunder any other general information that they believe is appropriate to assist BHA with its evaluation.
   1. 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.
   2. Effort should be made to keep submittals concise.
   3. The person signing the proposal must be authorized to commit the responder and to conduct negotiations or discussions if requested or required, or both.
   4. None of the proposed services may conflict with any requirement BHA has published herein or has issued by addendum.
   5. Omission of any of the aforementioned documents or certifications will render the proposal non-responsive.

##### PROPOSAL SUBMISSION:

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

* 1. **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.
  2. **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.
  3. **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 provided in a written addendum by email. 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.

1. **PROPOSAL EVALUATION:**
   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** | **Factor Type** | **Max Point Value** |
| **1** | Proposed Pricing | Objective | 20 |
| **2** | Demonstrated Experience, Qualifications, Ability and Capability of the Firm | Subjective  (Technical) | 40 |
| **3** | Experience and Qualifications of the Personnel | Subjective  (Technical) | 35 |
| **4** | Overall Quality and Appearance of Proposal and Evidence of Directions Followed | Subjective  (Technical) | 5 |
| **Maximum Points** | | | **100** |

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

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

* 1. **Evaluation Method:** 
     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.
     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.
     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.
     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.
     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.
     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. Interviews may then be conducted with the top-ranked respondents.
     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.
     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.
     10. **Minimum Evaluation Results:** To be considered to receive a contract award, a proposer must receive a total calculated average **of at least 70 points** (of the 115 total possible points detailed within the evaluation section of this RFP). This total does not include the additional Interview Points detailed below.)

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|  | **INTERVIEW** | **Additional** | **50** | **Points** |

* 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.

##### CONTRACT AWARD:

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

##### 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.

* 1. **Contract Conditions:** ⮊ **IMPORTANT: Please review.** The following provisions are considered mandatory conditions of any contract award made by BHA pursuant to this RFP:
     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 G and G-1).
     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.
     3. **Request Process:**
        1. It is the responsibility of each prospective proposer to notify BHA, in writing, **no later than deadline for Q & A 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. BHA will consider and respond to such written correspondence. Submit requests via email to:

**Tina Walgren**

**Contracts & Procurement Administrator**

twalgren@bremertonhousing.org

* + - 1. 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.
      2. 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 completing the SOW waiting to be performed.**
      3. 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 Bremerton Housing Authority website and agrees to sign BHA’s contract attached as Attachments G and G-1.
    1. **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.
    2. **Sub-consulting:** 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 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.
    3. **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).
    4. **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.

1. **INSURANCE & LICENSING REQUIREMENTS:**

## Required Insurance Coverage:

## Minimum Scope of Insurance: Coverage shall be at least as broad as:

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| --- | --- |
| 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 |

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

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| --- | --- |
| 🗹 | **General Liability:**   * $1 million each occurrence for Bodily Injury, Personal injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 🗹 | **Workers’ Compensation** *(statutory)* **and Employer’s Liability:**  ⮊ $1 million per accident for Bodily Injury or Disease. |
| **Note:** These limits can be attained by individual policies or by combining primary and umbrella policies. | |

* + 1. **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.
    2. **Other Insurance Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

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| --- | --- |
| 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. Material changes in the required coverage or cancellation shall constitute material breach of the contract by the Consultant. |

* + 1. **Acceptability of Insurers:** Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than B+:VI.
    2. **Verification of Coverage:**
       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.
    3. **Subconsultants:** The use of subconsultants must be approved by BHA. Consultant shall include all subconsultants as insureds under its 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 coverages for subconsultants shall be subject to the requirements stated above.
    4. 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.
  1. **Licensing Requirements:** Copies of the following license(s) shall be provided under TAB 1.

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| --- | --- | --- |
| **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. |

1. **ADMINISTRATIVE INFORMATION** 
   1. **BHA’S Reservation of Rights:**
      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.
      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.
      3. BHA reserves the right not to award any contracts pursuant to this RFP.
      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).
      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.
      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.
      7. BHA reserves the right to negotiate the fees proposed by the proposer entity.
      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.
      9. BHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
      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.
      11. BHA reserves the right to review and inspect the awarded contractor’s activities throughout the contract term.
   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.
   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.
   4. **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter “S3”) requires BHA to the greatest extent feasible to provide employment opportunities to S3 residents. S3 residents include residents of BHA communities and other low-income residents of Bremerton. Proposers wishing to claim a S3 preference should refer to Attachment D for instructions.
   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.
   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.
   7. **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to BHA must be submitted to BHA in both hard copy and a digital format that meets BHA’s requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the awarded firm and their subconsultant(s) shall become the exclusive property of BHA.
   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.
   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. **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 |