

KING COUNTY HOUSING AUTHORITY



REQUEST FOR PROPOSALS (RFP)

for

INSURANCE AND RISK MANAGEMENT PROGRAM SERVICES

Request issued:

May 15, 2025

Proposals due:

June 6, 2025

This RFP includes the following documents:

- 1) Request for Proposals
- 2) Exhibit A: Equal Opportunity Clause
- 5) Exhibit B—HUD Form 5369-A
- 6) Exhibit C—HUD Form #5369-B
- 7) Exhibit D—HUD Form #5370-C
- 8) Exhibit E—HUD Form 50071
- 9) Exhibit F—HUD Form SF-LLL

**REQUEST FOR PROPOSALS
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The King County Housing Authority (KCHA) is issuing a competitive Request for Proposals (RFP) for a qualified business to provide insurance brokering/consulting and risk management consulting services.

Obtaining the RFP: The RFP may be downloaded at <https://www.kcha.org/business/professional/open/>

Questions: Any questions or requests for further information or clarification must be directed to Trinh Nguyen in writing, either through U.S. Mail (please use certified mail) or via email at trinhn@kcha.org no later than May 27, 2025

Submission Deadline: Sealed proposals, in accordance with conditions defined in the RFP, must be received via U.S. Mail or private delivery services (e.g., UPS, FedEx), hand delivered to KCHA's Central Office, or submitted electronically via email to trinhn@kcha.org **no later than 5:00 p.m. PDT on June 6, 2025** at the address below. All submissions will be date stamped upon receipt. **No submissions will be accepted after this time.** If submitting a hard-copy proposal, please provide one original application package and eight (8) copies. Women- and minority-owned businesses are strongly encouraged to submit a proposal.

Submission Instructions: Submit a sealed proposal marked “Insurance and Risk Management Program Services RFP” to **Trinh Nguyen c/o King County Housing Authority, 600 Andover Park West, Tukwila, WA 98188**. No proposals shall be opened before the submission deadline. If an Applicant has submitted a proposal in error, the original proposal may be withdrawn and resubmitted before the submission deadline. Submissions will not be publicly opened.

Evaluation: KCHA expects to select the applicant that is best qualified to provide the services described in this RFP based upon the evaluation criteria set forth. KCHA reserves the right to waive any information or irregularities in submissions, or to reject any and/or all proposals or to award multiple contracts.

NOTE: Because KCHA is a public entity, proposals, related documents, and information contained therein will be subject to public disclosure pursuant to the Washington State Public Records Act (Chapter 42.56 RCW). Firms should not submit documents or information they do not wish to be made public.

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A. BACKGROUND:

The King County Housing Authority (KCHA) is a municipal corporation created in 1939. It provides rental housing and housing assistance to more than 20,000 low-income households through both federally funded and local programs. Under federal, state, and local assisted housing programs, an array of single family, senior, veteran, disabled, and special needs households are served. KCHA operates in King County outside the cities of Seattle and Renton and owns more than 10,000 low and moderate-income apartment units across the region.

Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA manages, maintains, and modernizes its housing units. KCHA also acts as a general partner in numerous tax credit partnerships, working closely with investors. A five-member Board of Commissioners, appointed by the King County Council, governs the agency. The President & CEO is appointed by and reports to the Board and is responsible for strategic direction and daily operations. KCHA has approximately 540 employees and an annual budget of \$550 million. To learn more about KCHA and its history, mission and business plan, Respondents are encouraged to visit KCHA's website www.kcha.org.

KCHA secures insurance coverage for its properties and programs through a combination of commercial products and those offered by housing authority-sector insurers. It maintains a program of property, casualty, and other insurance coverage lines with an average annual premium cost of \$5M-\$6M. The majority of policies are renewed annually on October 1st. The program is maintained by the agency's Risk Manager and staff.

B. SCOPE OF WORK:

Provide support for KCHA's insurance and risk management program and facilitate improvements as identified by Risk Management staff and agency leaders.

Insurance

- Negotiate with carriers to maintain a high-quality and cost-effective insurance program, including recommending marketing plans, coordinating bidding, rebidding, and evaluation process with regard to premium indications and quotes;
- Evaluate insurance coverage options with regard to limits, deductibles, and exclusions that may benefit the agency's primary lines of business;
- Secure property, casualty, and other insurance coverages—including specialty coverages—from the standard and/or surplus market, in alignment with KCHA's requirements, on a fee-for-service (not commission) basis;
- Maintain insurance coverages purchased by the program including, but not limited to renewals, mid-term adjustments or revisions, issuance of all required documents (including certificates of insurance), produce cost allocations for agency departments, and other program support functions;
- Assist in identifying and evaluating existing and emerging risk exposures, and recommending prudent options, including coordinated assistance from carriers; and,

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- Report and track losses and claims, ensure timely completion of comprehensive loss runs, and provide coordination, support and guidance with claims adjustment activities.

Risk Management

- Assist in the development, presentation and/or implementation of “best practices” and process improvement initiatives including education and training for staff, planning and execution of large- and small-scale projects, and development and review of policies and procedures;
- Remain current on critical details of the agency’s risk exposures, recommend appropriate and cost-effective risk transfer solutions, and provide status, summary, and/or ad hoc reports to senior staff and governing board members;
- Provide support for agency contract drafting and review processes, particularly with regard to insurance and indemnification provisions, to ensure they align with a diverse array of scopes of work;
- Support development of a total cost of risk approach for the agency, including the creation of a risk appetite statement, enterprise risk management program, and evaluation of the option to develop a single-parent captive insurer or join a group captive;
- Support review of possible consultant services and technology solutions to maintain and improve the agency’s risk management functions; and,
- Maintain detailed records related to the insurance and risk management to ensure continuity of services over the contract term.

Minimum Qualifications

All firms submitting a proposal must:

- Be licensed to conduct business in the State of Washington;
- Maintain the licenses, resources, and expertise to provide insurance and risk management services for KCHA’s current and future operations;
- Consistently maintain and allocate sufficient staffing resources to provide timely service in support of KCHA’s ongoing needs; and
- Maintain qualified staff knowledgeable in a diverse array of insurance and risk management disciplines to provide specialized and/or technical expertise as necessary.

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D. DURATION OF WORK

The term of the contract shall be five (5) years.

E. INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

KCHA reserves the right to request additional information, if necessary, in order to complete the evaluation and selection process. The Proposal must present the Applicant's experience and qualifications to undertake the work specified above and should address, in order, the issues described in each of the sections below and should identify/label each section to facilitate quick reference. Respondents may incorporate additional information relating to each of the sections outlined below to respond to the evaluation criteria. Respondents choosing to provide additional materials, e.g., brochures, profiles, etc., should include them in a separate section of the proposal. Application packages **must not** be bound in three ring binders, presentation folders, spiral binding, etc.

- 1) Letter of interest:** The letter of interest should briefly summarize the applicant's qualifications. An officer of the corporation authorized to execute contracts or other similar agreements must sign the letter.
- 2) General qualifications, experience and fees** (Please limit your response to fifteen (15) pages for sections 2a to 2e, excluding résumés /job descriptions, work samples, and budget sheets):
 - a) Provide a description of the firm's history, experience, qualifications, procedures, and capacity to undertake this work.
 - b) Provide a project proposal that addresses the scope of work and deliverables.
 - c) Provide details on the cost of the project in Exhibit B—Fee/Budget Schedule.
 - d) Provide a list of clients of comparable size and scope that the firm has provided similar services for within the last five years.
 - e) Provide two letters of reference dated after the release date of this RFP from two recent clients, preferably from clients for whom you did similar work. Letters should be on client's letterhead and signed by appropriate representative.
 - f) Provide résumés of staff who would provide services to KCHA, including but not limited to, certifications, accreditation and/or licenses, if applicable.
 - g) Executed HUD form #5369-A (Exhibit B) Representations, Certifications, and Other Statement of Bidders **must be completed with bid**; HUD form #5369-B (Exhibit C) Instructions to Offerors Non-Construction; and HUD form #5370-C (Exhibit D) General Contract Conditions Non-Construction.

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E. EVALUATION CRITERIA

All responses to this RFP that are received on or before the stated deadline will be evaluated by a review panel according to the criteria listed below:

Criteria	Points
a) Organization's history, experience, and qualifications to undertake project	20
b) List of clients of comparable size and scope that the organization has provided similar services for in the last 5 years	10
c) Organization capacity to undertake project with current/competing workload	5
d) Reference letters from two recent clients	15
e) Proposed annual fees and costs	30
f) Qualifications and experience of staff assigned to the KCHA account	20
Total points available:	100

F. INTERVIEWS

KCHA reserves the right to conduct interviews with any and all applicants submitting Proposals. Interviews shall take place after the evaluations by the review panel. The purpose of the interview is to seek clarifications or to ask additional questions. The interview panel reserves the right to change points assigned to applications based on interviews.

G. CONDITIONS OF PROPOSAL:

See attached form HUD 5369-B "Instructions to Offerors, Non-Construction" (Exhibit C), Form HUD 5369-C "Certification and Representations of Offeror, Non-Construction Contract" (Exhibit F), and Form HUD 5370-C "General Contract Conditions, Non-Construction" (Exhibit D).

In addition, KCHA reserves the right: 1) to reject/cancel any or all proposals; 2) to award the contract to one contractor or a number of contractors; 3) to award the contract in different phases based on budget condition; 4) to define and waive any informalities in the RFP; 5) to make a final judgment whether the proposals are responsive or non-responsive to the RFP after carefully evaluating the RFP results, and considering all of the factors; and 6) to make contract awards only to responsible/qualified companies who meet KCHA's standards for a specific project as indicated below. All non-responsive proposals or proposals received from non-responsible or unqualified firms will be rejected.

KCHA also reserves the right to obtain clarification of any point in a contractor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a firm to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

This RFP does not commit KCHA to pay any costs incurred by any firm in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

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H. CONTRACT NEGOTIATIONS

The review panel will rate all proposals according to the evaluation criteria set forth in the RFP. KCHA and the highest rated applicant(s) will negotiate the terms and conditions of a contract. KCHA reserves the right to modify the scope of work, expand or modify the terms and conditions specifically set forth in the RFP. In the event KCHA and the highest rated applicant(s) cannot agree on contract terms and conditions acceptable to both parties, KCHA reserves the right, at its sole discretion, to enter into negotiations with the next highest ranked applicant(s) and will be relieved of any obligation to negotiate with or contract for services with the highest ranked applicant(s).

Firms will be notified of the review panel's decision no later than June 27, 2025. Fees and costs will be fixed for three years, with an option to renegotiate them at the end of the third year of services for the remaining two years of the contract.

I. INDEMNIFICATION AND HOLD HARMLESS

The Applicant hereby agrees to indemnify, defend, and hold harmless the KCHA, its successors and assigns, director, officials, officers and employees, volunteers, partners, and agents (all foregoing singly and collectively ("Indemnities")), from and against any and all claims losses, harm costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees arising or resulting from the performance of the services, or the acts or omissions of the Applicant, its successors, and assigns, employees, subcontractors or anyone acting on the consultant's behalf in connection with this Applicant or its performance of this Applicant.

PROVIDED, however, that the consultant will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Applicant or the Applicant's agent or employee, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Applicant's negligence or the negligence of its agents and employees.

J. GENERAL CONDITIONS

- 1) **Basic Eligibility:** The successful Agency must be licensed to do business in the State of Washington, must have a state UBI number and be properly authorized and be licensed (if required by law) to perform the services proposed. In addition, the successful respondent must not be debarred, suspended or otherwise ineligible to contract with KCHA, and must not be included on the General Services Administration's (GSA) "List of Parties Excluded from Federal Procurement and Non-procurement Programs" or HUD's "Limited Denial of Participation" list.
- 2) **Addenda:** In the event there are changes or clarifications to this RFP, KCHA shall issue an addendum. Addenda will only be sent to those parties who have registered with KCHA as having received an official copy of the RFP from KCHA. It is the responsibility of the respondent to check with KCHA prior to submittal deadline to ensure that all addenda issued by KCHA have been received or to call the KCHA contact named in this RFP.

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- 3) **Rights reserved by KCHA:** KCHA reserves the right to waive any irregularities or informalities in the RFP and to reject any and/or all Statements of Qualification. KCHA will generally not disclose the number of responses received, the names of the respondents, or the status of negotiations until the Executive Director or his assignee has approved the award of the contract.
- 4) **Records Made Public:** All documents submitted to KCHA will become public record, as per RCW 42.56. If you are submitting information which you think is “confidential” and/or “proprietary” to your business, KCHA recommends that you do not submit that information and KCHA cannot guarantee that type of information will be withheld from a public disclosure request.
- 5) **Payment Requirements:** No advance payments will be made to the awarded Agency, who must have the capacity to meet all expenses in advance of payments by KCHA.
- 6) **Minority-owned and Women-owned Business Enterprises:** KCHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

K. INSURANCE

The Applicant awarded the contract shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the applicant, its agents, representatives, or employees. The cost of such insurance shall be borne by the Applicant.

Minimum Scope of Insurance

Firms shall maintain coverages with limits not less than:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office covering Automobile Liability, symbol 1 (any auto).
3. Workers’ Compensation insurance as required by State law and Employer’s Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the firm’s profession. The Survey Professional coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Firm shall maintain with limits not less than:

1. General Liability: \$2,000,000 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 this project/location or the general aggregate limit of \$5,000,000.
2. Automobile Liability: \$1,000,000 per accident combined single limit.
3. Employer’s Liability: \$1,000,000 per accident for bodily injury/sickness or disease.
4. Errors and Omissions: \$5,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by KCHA. At the option of KCHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects KCHA, its officers, officials, employees and volunteers; or the Firm shall

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provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. KCHA, its officers, officials, agents, partners, employees, and volunteers are to be covered as additional insureds as respects to products and services of the Firm under a “completed operations” type of additional insured endorsement. General liability coverage can be provided in the form of an endorsement of the Firm’s insurance, or as a separate owner’s policy.
2. For any claims related to this project, the Firm’s insurance coverage shall be primary insurance with respect to KCHA, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, agents, partners, employees, volunteers, or shall be excess of the Firm’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days’ [ten (10) days for non-payment of premium] prior written notice by certified mail, return receipt requested, has been provided to KCHA.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.
5. Course of construction policies shall contain the following provisions:
 - a. The King County Housing Authority shall be named as loss payee.
 - b. The insurer shall waive all rights of subrogation against KCHA, its officers, officials, employees and volunteers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII. Bidders must provide written verification of their insurer's rating.

Verification of Coverage

The firm shall furnish the KCHA with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before work commences in sufficient time to permit the firm to remedy any deficiencies. KCHA reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

The firm shall include all Subcontractors as insureds under its policies or shall obtain separate certificates for each Subcontractor before Subcontractors’ work begins. The firm shall be responsible for subcontractor complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverages for Subcontractors shall be subject to each of the requirements stated herein.

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L. SUBCONTRACTORS

Any subcontractor shall include KCHA as Additional Insured under its policies. The firm shall be responsible for subcontractor complying with such requirement, and failure to confirm compliance shall constitute breach of contract by the firm. All coverage for subcontractors shall be subject to all the requirements stated herein.

M. FAIR HOUSING

Subject: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Purpose: The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.

Notifications: Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all current and future contractors participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

To read the full text of the Notice: Go to <http://www.kcha.org>, click on “Doing Business with the King County Housing Authority” and then click on and review “Fair Housing/Accessibility Notice.”

N. COOPERATIVE PURCHASE:

This bid and contract may be anticipated for use by other government agencies. The host agency of this bid and contract has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other government agencies. Interlocal purchasing agreements allow either party to make purchases at the other party's accepted bid price. By submitting an Offer, the Consultant agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other such governmental agencies. The host agency will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

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EXHIBIT A

EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
1. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1. above.
2. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965,

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and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

6. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____ Title: _____

Date: _____

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EXHIBIT B

**HUD FORM 5369-A
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

[FORM](#)

EXHIBIT C

**HUD FORM 5369-B
INSTRUCTIONS TO OFFERORS—NON-CONSTRUCTION**

[FORM](#)

EXHIBIT D

**HUD FORM 5370-C
GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS**

[FORM](#)

EXHIBIT E

**HUD FORM 50071
CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS**

[FORM](#)

EXHIBIT F

**HUD FORM SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

[FORM](#)