

**REQUEST FOR PROPOSALS**

**For**

# Communication Services

## For the

**King County Housing Authority**

|  |  |
| --- | --- |
| **Request for Proposal Issued:** | **June 21, 2023** |
| **Proposal Due:** | **July 6, 2023** |

**This RFP includes the following documents:**

**1) Proposal**

**2) Exhibit A---Fee Schedule**

1. **Exhibit B—HUD Form #5369-A**
2. **Exhibit C—HUD Form #5370-C**
3. **Exhibit D—HUD Form #50071**
4. **Exhibit E—HUD Form SF-LLL**
5. **Exhibit F---Section 3 Information**

**Request for Proposals**

**Communication Services**

The King County Housing Authority (KCHA) is issuing a competitive Request for Proposal (RFP) from qualified communication professional services firms to provide communication services for KCHA in connection with the administration of its housing programs.

**Questions:** Any questions or requests for further information or clarification must be directed to Robin Walls, CEO, in writing, either through US mail (please use certified mail) facsimile (206-574-1104) or email (robinw@kcha.org) and received no later than July 3, 2023.

**Submission Deadline:** Sealed proposals, in accordance with conditions defined in the RFP, must be received via USPS Certified mail, overnight delivery services (UPS, Fed Ex, etc.), emailed or hand delivered to the KCHA Central Office **no later than 2:00 pm local time July 6, 2023** at the address below. All submissions will be date stamped upon receipt. **No submittals will be accepted after this time.** Please submit five (5) copies of the proposal, with the exception being the HUD forms, only one copy is needed. Women and Minority owned firms are strongly encouraged to submit a proposal.

**Submission Instructions:** Submit a sealed proposal marked **“Communication Services”** to Robin Walls, c/o **King County Housing Authority, 600 Andover Park West, Tukwila, WA 98188**. No proposals shall be opened before the submission deadline. If a Firm has submitted a proposal in error, the original proposal may be picked up and resubmitted before the submission deadline. Submissions will not be publicly opened.

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

**Request for Proposals**

**Communication Services**

## INTRODUCTION

**King County Housing Authority Background:** KCHA is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income residents. KCHA operates in King County outside the Cities of Seattle and Renton, and administers over 8,500units which provide housing for low income households, including families, the elderly and the disabled. KCHA owns and directly manages approximately 4,000 federally assisted multifamily housing units and provides Section 8 housing assistance to another 10,000 households. Governed by a 5 Board of Commissioners that is appointed by King County Council, KCHA has approximately 480 employees and an annual operating budget of $250,000,000.

## SCOPE OF WORK

KCHA is seeking proposals from communication firms that are experienced and qualified in providing communication services in connection with the following types of specialties:

* Serving as in integrated partner to KCHA to fulfill communication needs including internal communications, external engagement, day to day media relations and strategic counsel to the leadership team. We anticipate 9 -15 hours of staff time weekly.
* Establishing internal communication platforms, updating website and other external facing supports, i.e. social media for a consistent image;
* Supporting on a project basis external projects such as annual reporting, intranet/Sharepoint site creation
* Advise of reputational issues that may emerge. Ability to provide crisis management support to the KCHA team in partnership with outside legal counsel.
* Advise and support on industry wide initiatives in which KCHA may serve as a lead agency.

## DURATION OF WORK AND CONTRACT LIMIT

The contract for services shall be 12-18 months from the date of the executed contract. The contract shall have a Not-to-Exceed limit, the amount to be determined by the level of service KCHA should expect from the selected firm(s).

## INFORMATION TO BE SUBMITTED WITH THE PROPOSAL

Communcation firms may submit proposals for the specialties discussed above. KCHA reserves the right to request additional information in order to complete the evaluation and selection process. The Statement of Qualifications must present the firm’s experience and qualifications to undertake the communication services specified above and should address, in order, the issues described in each of the sections below and should identify 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., firm brochures, profiles, etc, should include them in a separate section of the proposal.

1. **Letter of Interest**
2. The letter of interest should briefly summarize the Firm's qualifications and experience for the proposed work and list the individuals that will be assigned to conduct the services.
3. An officer of the firm authorized to execute contracts or other similar agreements must sign the letter.
4. **General Qualifications, Experience and Fee**
5. Provide a copy of resume(s) and professional credential(s) for the employees and other personnel who will be responsible for and assigned to work on these services.
6. Provide a brief description of the organization, history, financial stability and other general information that describes the firm’s qualifications and capacity to undertake this work. List major projects, actions or work for other clients undertaken in the last five years that is similar to the services described above and qualifies the firm to provide these services for KCHA. If applicable, include experience representing clients who manage affordable housing programs.
7. Provide references (contact information) or letters of recommendation from at least three recent (within two years) clients for each of categories for which the firm is proposing services.
8. Provide a fee schedule of the firm’s hourly and standard fees and expenses. All fees for communcation services shall be submitted on the attached Exhibit A. Provide a sample billing statement and summarize alternative billing methods that might be recommended for KCHA services.
9. A completed and signed HUD Form #5369-A and Section 3 Certification Form.

**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:

|  |  |
| --- | --- |
| **CATEGORY** | **POINTS POSSIBLE** |
| **Experience of Firm** | **25** |
| **Experience of staff assigned to Project** | **35** |
| **Costs** | **25** |
| **Section 3 qualified** | **15** |

**TOTAL 100**

**Reference Checks**

Although no points will be explicitly assigned to this evaluation criterion, past performance on other projects will be used, among other considerations, to evaluate both the firm’s and the project team’s capacity and capability to perform the requested services and to assess the risk of poor performance or nonperformance. The reference evaluation factors will include, but are not necessarily limited to: (a) understanding KCHA’s business, (b) being proactive, creative and practical in performing communcation services, (c) good communication and responsive in meeting client deadlines, and (d) clear and accurate billing that avoid duplication of work and other billing inefficiencies.

# CONTRACT NEGOTIATIONS

# The review panel will rate all Proposals according to the evaluation criteria set forth above. KCHA and the highest rated firms for each category will negotiate the terms and conditions of a professional services contract. KCHA reserves the right to modify the scope of work, expand or modify the terms and conditions specifically set forth in this RFP. In the event KCHA and the highest rated firm 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 firm and will be relieved of on any obligation to negotiate with or contract for services with the highest ranked firm.

## GENERAL CONDITIONS

1. **Basic requirements**: The Firm shall meet the requirements of Exhibit D, HUD form #5369-B.
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 firms 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 by calling the KCHA contact named in this RFP prior to submittal deadline to ensure that all addenda issued by KCHA have been received.
3. **Rights reserved by KCHA**: Selection of a firm does not confer any exclusive right to represent KCHA in all matters described in the scope of work KCHA reserves the right to retain other counsel if, in KCHA’s sole discretion, the matter is best handled through another firm. 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 Chief Executive Director (or assignee) has approved the award of the contract.
4. **Basic Eligibility**: The successful Firm must be licensed to do business in the State of Washington, must have a state UBI number, be properly authorized and be licensed and in good standing to perform the services proposed. 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 Nonprocurement Programs” or HUD’s “Limited Denial of Participation” list. KCHA expects the firm to adhere fully and at all times to the ethical standards expressed in the Rules of Professional Conduct.
5. **Payment Requirements**: Respondents should be aware that KCHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and will pay reimbursable expenses to the Firm only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the awarded Firm, who must have the capacity to meet all expenses in advance of payments by KCHA.
6. **Records Made Public**: All documents submitted to KCHA will become public record, as per RCW 42.56. Do not submit information as part of this RFP which you think is “confidential” or “proprietary” to your firm. KCHA cannot guarantee that type of information will be withheld from a public disclosure request.
7. **Conflict of Interest**: The selected Firm must fully advise KCHA of any potential conflicts of interest and seek a written waiver in advance of performing the work assignment.

8) **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 [www.kcha.org](http://www.kcha.org/), click on “Business” then “Contract and Bid Requirements” and finally click on and read **“Fair Housing Laws.”**

**INSURANCE AND INDEMNIFICATION**

The firm awarded the contract shall procure and maintain for the duration of the contract insurance as described below against claims which may arise from or in connection with the performance of the work hereunder by the firm, its partners, members, agents, representatives, or employees. The cost of such insurance shall be borne by the respondent firm.

1. The Firm, at its sole cost and expense, hereby releases and shall indemnify, defend, and hold harmless the Owner, its affiliates, officers, agents, partners, employees, successors, assigns and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of the Firm’s employees, whether arising before or after completion of the work thereunder, and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of the Firm, its agents or of anyone acting under its direction or control, or on its behalf in connection with or incidental to the performance of this Contract. The Firm’s aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault, negligence, or strict liability of the parties released, indemnified, or held harmless to the fullest extent permitted by law. However, in no event shall the release, indemnity, and hold harmless obligations apply to liability caused by the sole negligence of the parties released, indemnified, or held harmless. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Firm’s immunity under Washington’s Industrial Insurance act, RCW Title 51. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.
2. The Firm hereby agrees to require all its Subfirms or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming the Owner as indemnity, and failure to do so shall constitute a material breach of this Contract by the Firm.

## Minimum Scope of Insurance

1. Firms shall maintain coverages:

1. Insurance Services Office Commercial General Liability coverage.

2. Insurance Services Office covering Automobile Liability, code 1 (any auto).

3. Workers’ Compensation insurance as required by State law and Employer’s Liability Insurance.

4. Professional Services Errors and Omissions (E&O) insurance

## Minimum Limits of Insurance

1. Firm shall maintain with limits not less than:

1. General Liability: $1,000,000 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 $2,000,000.

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. Professional Services Errors and Omissions: $5,000,000 per claim.

## Deductibles and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Firm shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## Other Insurance Provisions

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

1. The Owner, 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 to 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 as respects the Owner, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by the Owner, 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 given to the Owner.

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 the Owner and the Property Manager, its officers, officials, employees and volunteers.

## Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

## Verification of Coverage

1. Firm shall furnish the Owner with original certificates and amendatory **endorsements** effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences in sufficient time to permit firm to remedy any deficiencies. The Owner 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.

## Subfirms

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

**EXHIBIT A**

**FEE SCHEDULE**

Firms should keep in mind that KCHA reserves the right to negotiate the proposed rates.

Be as complete and specific as possible. Fill in each category; blanks will be assumed to equal $0.00. Where $0.00, state so; if included in standard hourly rate, state so.

**HOURLY RATE:**

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REIMBURSABLE EXPENSES:**

Photocopying: $ / copy

Telephone: $

Faxes: $ / page

Postage: $

Overnight Delivery: $

Travel: $

Word Processing: $ / hour

**How will you bill for travel time to/from KCHA's office?**

No Charge

$ Hourly Billing Rate

$ 1/2 Hour Billing Rate

$ / mile for Mileage

**EXHIBIT B**

**HUD FORM 5369-A**

**CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS-NON CONSTRUCTION**

Please click on the link to open the form

<https://portal.hud.gov/hudportal/documents/huddoc?id=5369-a.pdf>

**EXHIBIT C**

**HUD FORM 5370-C**

**GENERAL CONTRACT CONDITIONS-NON CONSTRUCTION**

Please click on the link to open the form

[DOC\_12587.PDF (hud.gov)](https://www.hud.gov/sites/documents/DOC_12587.PDF)

**EXHIBIT D**

**HUD FORM 50071**

**CERTIFICATIONS OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS**

[50071.PDF (hud.gov)](https://www.hud.gov/sites/documents/50071.PDF)

**EXHIBIT E**

**HUD FORM SF-LLL**

**DISCLOSURE OF LOBBYING ACTIVITIES**

<https://www.gsa.gov/system/files/SFLLL_1_2_P-V12b.pdf>

**EXHIBIT F**

**SECTION 3 REQUIREMENTS**

**THIS FORM MUST BE SIGNED AND RETURNED**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Project Name: |  | | | | |
| Company Name: |  | | | | |
| Address: |  | | | | |
| Contact Name: |  | | Contact Title: |  | |
| Contact Phone: |  | | Contact Email: |  | |
| Type of Trade or Business: | |  | | | |
| Current Number of Regular, Full Time Employees (Puget Sound Region): | | | | |  |

1. Have over **75 percent** of the labor hours performed for your business over the prior three-month period been performed by Section 3 workers?

|  |
| --- |
| **If “yes” is checked, submit the section 3 Individual Certification form(s) for all the regular, full-time employees (Puget Sound Region).** |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |

1. Is **51% or more** of your business owned and controlled by low- or very low-income persons (persons who earn 80% or less of the median income level for the past 12 months - see attached income guidelines)?

|  |
| --- |
| **If “yes” is checked, submit either the section 3 Individual Certification form(s) or the Section 3 Subcontractor Business Work Plan form.** |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |

1. Does your business provide economic opportunities for KCHA residents at the site(s) where the work will take place?

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |

|  |
| --- |
| **If “yes” is checked, please provide supporting documentation.** |

1. Does your business provide economic opportunities for residents of other KCHA developments or Section-8 assisted housing managed by KCHA?

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |

|  |
| --- |
| **If “yes” is checked, please provide supporting documentation.** |

1. Does your business provide economic opportunities to Section 3 workers residing within the metropolitan area (Puget Sound Region)?

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** |  | **No** |

|  |
| --- |
| **If “yes” is checked, please provide supporting documentation.** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **I certify, under penalty of perjury, that my company** |  | **Is** |  | **Is Not a Section 3 Business.** |

I further certify that, **if my company is awarded the bid, and needs to hire additional employees for the project**, we will carry out Section 3 hiring, training and subcontracting requirements to the best of our ability.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature |  | Name |
| Title |  | Date |
| Phone Number |  | Email Address |

If you have more specific questions about Section 3 requirements, contact KCHA at [section3@kcha.org](mailto:section3@kcha.org).

**SECTION 3 – 2023 INCOME GUIDELINES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | **Income Limit 1 person** | | | | |
| **Location** |  | Extremely Low Income |  | Very Low Income |  | Low Income |
| Kitsap County (Bremerton, Silverdale) | $22,900 | $38,150 | $61,000 |
| King/ Snohomish Counties  (Seattle, Bellevue, Everett) | $28,800 | $47,950 | $70,650 |
| Pierce County (Tacoma) | $22,600 | $37,650 | $60,200 |
| Skagit County (Sedro-Woolley) | $19,150 | $31,900 | $51,050 |
| Thurston County (Olympia, Tumwater) | $21,550 | $35,900 | $57,400 |

**SECTION 3 – SUBCONTRACTOR WORK PLAN**

**RETURN FORM SINGLE SIDED**

RETURN THIS FORM WITH THE BID ***IF:***

CLAIMING **YES** TO QUESTION **3** or **4** on the SECTION 3 BUSINESS CERTIFICATION FORM

|  |  |  |  |
| --- | --- | --- | --- |
| Project Name: |  | | |
| Company Name: |  | | |
| Address: |  | | |
| Contact Name: |  | Contact Title: |  |
| Contact Phone: |  | Contact Email: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SECTION 3 BUSINESS CONCERN** | | | **SUBCONTRACTED TASK(S)** | **SUBCONTRACT AMOUNT** | **% OF OVERALL CONTRACT** |
| 1. | Subcontractor’s Name: |  |  |  |  |
| Subcontractor’s Address: |  |
| Subcontractor’s Phone No.: |  |
|  |  |  |  |  |  |
| 2. | Subcontractor’s Name: |  |  |  |  |
| Subcontractor’s Address: |  |
| Subcontractor’s Phone No.: |  |
|  |  |  |  |  |  |
| 3. | Subcontractor’s Name: |  |  |  |  |
| Subcontractor’s Address: |  |
| Subcontractor’s Phone No.: |  |
|  |  |  |  |  |  |
| 4. | Subcontractor’s Name: |  |  |  |  |
| Subcontractor’s Address: |  |
| Subcontractor’s Phone No.: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **TOTAL CONTRACT VALUE:** |  | **TOTAL SUBCONTRACT VALUE:** |  |

|  |  |
| --- | --- |
| **PERCENTAGE OF TOTAL BID:** |  |

For a list of Section 3 Certified Businesses, please go to:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>\