

# KING COUNTY HOUSING AUTHORITY



## REQUEST FOR PROPOSALS (RFP)

### TASK ORDER CONTRACT

For

**FIRE and LIFE SAFETY**

**SERVICES**

**ISSUE DATE: MARCH 10th, 2022**

**DUE DATE: MARCH 31st, 2022 at 2:00 PM**

# REQUEST FOR PROPOSALS TO PROVIDE FIRE and LIFE SAFETY SERVICES AT KING COUNTY HOUSING AUTHORITY PROPERTIES

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The King County Housing Authority is accepting proposals from qualified, licensed **FIRE and LIFE SAFETY Companies** to provide services at King County Housing Authority properties. Proposals will be accepted until **MARCH 31st, 2022 at 2:00pm** by emailing to Danielle Munroe at [daniellem@kcha.org](mailto:daniellem@kcha.org)

**Obtaining the RFP:** Complete RFP packets are located online at King County Housing Authority website at <https://www.KCHA.org/business/construction/open/>. You may also request one via email at [daniellem@kcha.org](mailto:daniellem@kcha.org) There is no cost for requesting a packet.

**Questions:** We highly encourage any questions or requests for further information or clarification to be directed, in writing, to [daniellem@kcha.org](mailto:daniellem@kcha.org) by **March 22nd, 2022 at 2:00PM.**

**Pre-Proposal Conference:** Pre-proposal conference will be held via Zoom on **Tuesday, March 22nd, 2022 at 10:00am.** Please email [daniellem@kcha.org](mailto:daniellem@kcha.org) no later than 2:30 pm on Monday, March 21st, 2022 if interested in attending the call. Contractors are encouraged to attend; however, attendance is not mandatory.

# REQUEST FOR PROPOSALS (RFP) FOR FIRE and LIFE SAFETY SERVICES

## **BACKGROUND:**

King County Housing Authority (“KCHA” or “OWNER”) is a municipal corporation that was created in 1939 in order to provide housing assistance to low-income people. KCHA operates in King County outside of the cities of Seattle and Renton. KCHA administers over 18,000 low and moderate-income apartment units under a variety of Federal, State and Local assisted housing programs that support a wide mix of single, family, disabled and special needs households in King County, Skagit County and Thurston County. Primarily financed by the U.S. Department of Housing and Urban Development (HUD), KCHA manages, maintains and modernizes these housing units. Professional services are required from time to time to provide specialized experience and technical competence to handle some routine and non-routine projects.

All information submitted to KCHA will become public records, as per RCW 42.56. If you are submitting information, you believe is confidential and/or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

KCHA is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers on KCHA contracts.

## **SCOPE OF WORK:**

Provide comprehensive fire and life safety prevention services for KCHA during both regular business hours and afterhours for emergency purposes – providing all necessary tools, equipment, labor and other resources as needed by a qualified service provider.

Contracted services include, but are not limited to: the maintaining, repairing, testing and installation of fire alarm systems; fire extinguishers, smoke sensors, sprinklers, electromagnetic door systems, backflow devices, pumps, batteries, 24/7 alarm monitoring and any permitting (as needed) required by law. The contractor must maintain qualified supervisors, technicians and monitoring staff at all times.

The contractor will be expected to provide periodic support to property management offices for work taking place at residential apartment complexes, mid-rise buildings, multi-family and single-family properties located throughout King County, as well as in Sedro Woolley and Olympia. Non-emergent service requests are to be responded to within 24 hours. Emergency situations must be responded to within 4 hours for any failed system component. It is the responsibility of KCHA to declare any request as an emergency.

Fire suppression and related life safety services are to be provided both on a “regular schedule” and “as needed” basis pursuant to the issuance of Task Orders for specific and selected services during the term of the contract. The intent of this contract is for services to be provided in a timely manner in ensuring certifications are processed prior to any expirations, repairs are performed in a prompt time period, and that non-proprietary options are provided, within reason, for new and/or replacement systems. Service Calls must be resolved, within reason, on the same day that service is scheduled (no excessive return visits).

A knowledge and ability to provide service on propriety systems (e.g. Notifier, Siemens, Simplex, Silent Knight, etc.) is required. While work on these systems may be limited to manufacturer (rep), a thorough and well thought out plan must be provided to assess and make repairs to these propriety systems as **Attachment Q**. As a separate contract, KCHA has an initiative to convert/replace propriety fire alarm panels to non-propriety systems over the next 2-3 years. The provider of the services under this contract herein is expected to coordinate with this initiative and its ‘future’ contractors as necessary.

The selected contractor(s) shall furnish all expertise, labor and resources in accordance with the requirements of KCHA and shall provide complete services necessary for the Task Order(s) issued during the contract. KCHA may or may not utilize these services or a portion of the services during the term of the contract. KCHA is under no obligation to fully expend the contract amount with the selected firm. KCHA reserves the right to select more than one contractor at its own discretion.

KCHA shall pay on invoices within 30 days of receipt from the Contractor. Certified payrolls for Davis-Bacon funded tasks will be required to be submitted with the invoice for services performed.

### **CONTRACT TERM:**

1. The initial term of the contract shall be two (2) year/s. KCHA, at its sole discretion and option, may renew the contract incrementally or in whole, for up to three (3) additional years. Under this Contract, Task Orders may be issued during the term of the Contract. KCHA is under no obligation to issue Task Orders or to expend any money during the term of the Contract. It is further understood that task orders issued under this contract may not be completed during the contract term and in such case all terms, clauses, rights, and obligations of the Contract shall remain in force, and shall survive until the work is completed.
  - a. Any individual Task Order shall not exceed \$50,000. If a task order proposal exceeds \$50,000, then KCHA will either bid that work separately, or revise the task order by reducing scope of work.
  - b. With the exception of emergency work, a Purchase Order must be acquired by the contractor from KCHA prior to scheduling or performing any service above and beyond the monthly service under this contract. KCHA has sole discretion for determining whether work qualifies as an emergency.

### **LABOR AND MATERIAL RATES:**

1. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), OWNER must ensure that contractors do not pay its employees that perform such work for the OWNER at a rate less than the rates listed on the HUD Maintenance Wage Rate Determination. Therefore, by submitting a bid, each proposer is thereby agreeing to and verifying that they will not pay their employees at rates less than those listed in Attachment F. It is the contractor’s responsibility to review the wage rates and request additional classifications from the OWNER as needed for specific work.
2. HUD issues revised Maintenance wage rates on a biennial basis. Wages to employees must be adjusted to meet the minimum required wages prior to renewal or extension of any contract.
3. HUD has determined that a Record of Employee Interview (Wage Interview) must be completed by a “representative sample” of workers for each contract. Over the course of the year, KCHA staff may interview your employees while on our job site and ask them questions regarding their names, job duties, and pay. It is a federal requirement that these interviews are completed, and it is also a requirement of any contract issued under this RFP.

4. If the contractor is required to pay Davis-Bacon wage rates (for all “construction in excess of \$2,000”), KCHA will then issue a General Decision as it applies to that work. Current Davis-Bacon wage rates may be viewed via the following steps:
  - a. Enter <https://beta.sam.gov/search?index=wd> and follow the directions to determine the proper wage rate.
  - b. Weekly certified payrolls are required for all work performed under Davis-Bacon rules.
5. All wage rules and requirements must be cascaded down to all subcontractors through contractually binding agreements.
6. The contractor’s proposal must clearly indicate the mark-up percentage of any materials over wholesale cost. Material rates must be itemized on invoices submitted at job completion.

**BONDS:**

Bid, payment and performance bonds will not be required for RFP submission or any resulting contract.

**SELECTION PROCESS:**

KCHA will check and evaluate all submittals for responsiveness to this RFP. A committee of KCHA personnel will rate contractors based on Pricing, Completeness of Bid Response and Section 3 Qualifications. Based on this initial scoring, one or more bidders may be asked to participate in a panel interview in which the Technical Qualifications and Management Qualifications scoring will be finalized. The rating system will be in accordance with the Evaluation Criteria listed below.

1. KCHA will then enter into negotiations with the selected highest scoring candidate(s) to finalize contract terms and associated costs of the services to be performed. If mutually agreeable terms cannot be met, KCHA may terminate negotiations and begin negotiations with the next highest scored candidate. This process may be repeated as necessary.
2. In addition to requirements listed in forms HUD-5369, and HUD-5370c Sections I & II as applicable (see attached), a responsible/qualified company must meet the following standards:
  - a) Have had documented five years minimum of experience in the **FIRE and LIFE SAFETY** trade.
  - b) Have the technical and financial resources to perform and complete the projects successfully in compliance with the attached specifications, terms and General Conditions of the contract.
  - c) Have a good record of past performance which includes, but is not limited to, quality of work, ability to complete projects on time, Contractor’s integrity, compliance with public policy, financial, contractual and tax obligations, and Federal and State rules and regulations in performing contracts. Please complete the attached “bidder’s information/contractor certification” form.

If a proposal is determined to be “non-responsive”, KCHA will issue, in writing, the specific reasons for this determination. A company whose bid is determined non-responsive will be allowed to appeal the decision. The appeal must be in writing and must be delivered to KCHA at the address provided in the determination notice within 2 business days after KCHA makes the decision. The appeal may include additional information that was not included in the original proposal documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

## **EVALUATION CRITERIA**

Prospective proposers will be evaluated by KCHA based on the following criteria:

**1. Pricing: 50 points**

Provide pricing as required in **Attachment J**

**2. Completeness of Bid Response: 5 points**

Submit a complete, clear, and reasonable pricing sheet. Provide a quality work plan which demonstrates understanding of KCHA's requirements

**3. Technical Qualifications: 15 points**

Describe your company's experience and capabilities in providing Fire, Life and Safety Services per the scope of work. Demonstrate ability to respond quickly to service requests and complete work within the agreed upon time frame. Convey process to accurately and precisely determine needed materials and quantities.

**4. Management Qualifications: 15 points**

Describe company structure and ability to provide stellar customer service for multiple satellite offices, including a single point of contact for all escalated business concerns. Provide clear description of invoicing process and ability to work with a purchase order process.

**5. Meeting requirements of Section 3 Category/Strategy: 15 points**

See attached document for the Section 3 of the Housing and Urban Development Act of 1968 points structure. Applicants who meet the Section 3 Business categories must indicate in the proposal under which category they are qualified and then are responsible for providing all documentation or other information which supports the applicant's declared category.

## **CONDITIONS OF PROPOSAL:**

See attached form HUD 5369 "Instructions to Bidders for Contracts", and forms HUD-5370c Sections I & II "General Conditions for Non-Construction Contracts".

In addition, KCHA reserves the right: 1) to reject/cancel any or all proposals; 2) to award the contract, in full or in part, 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 contractors who meet KCHA's standards for a specific project as indicated on page 5 item 2 and listed in attachment A, item B. All non-responsive proposals or proposals received from non-responsible or unqualified contractors 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 contractor to respond to such a request for additional information or clarification could result in rejection of the contractor's proposal.

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

## **KCHA INSURANCE AND INDEMNIFICATION LANGUAGE**

### **INSURANCE REQUIREMENTS:**

Any contractor awarded a contract under this RFP 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 contractor, its employees, subcontractors, agents and representatives, and anyone acting on its behalf. The cost of such insurance shall be borne by the contractor. By requiring the insurance below, KCHA makes no statement or representation that such coverage and limits are independently adequate for the contractor's business operations. Responding contractors are encouraged to contact their insurance representative to establish such adequacy.

### **Minimum Insurance Requirements**

Shall be at least as broad as:

1. Insurance Services Office (ISO) covering: Commercial General Liability written on an "occurrence" basis.
2. Insurance Services Office (ISO) covering: Automobile Liability, symbol 1 (any auto).
3. Worker's Compensation Insurance (L&I) as required by Washington State Law and Washington Stop Gap.
4. Contractor's Pollution Liability with coverage at least three (3) years after the completion of the work.
5. Commercial Crime: \$1,000,000 per claim for dishonest acts including loss due to theft of money, securities, and property; damage to buildings and property; fraud; and alteration of documents.

### **Minimum Coverage:**

Shall be at least as broad as:

1. **General Liability (CGL):** \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and products/completed operations with no less than a \$2,000,000 aggregate limit
2. **Automobile Liability:** \$ 1,000,000.00 per accident for bodily injury/property damage.
3. **Washington Stop Gap:** \$ 1,000,000.00 per accident for bodily injury, sickness, or disease.
4. **Pollution Liability:** \$ 1,000,000.00 per claim applicable to the work performed covering pollution and/or asbestos liability with a \$ 2,000,000 aggregate limit.
5. **Commercial Crime:** \$1,000,000.00 per claim for dishonest acts including loss due to theft of money, securities and property; damage to buildings and property; fraud; and alteration of documents.

### **Deductibles and Self-Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the 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 contractor shall provide a financial guarantee satisfactory to KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## **Other Insurance Provisions:**

1. The CGL Automobile, and Contractor's Pollution Liability policies shall contain, or be endorse to contain, a provision naming KCHA, and their officers, officials, employees, agents, partners, and volunteers as additional insureds as respects products and services of the contractor.
2. The contractor's insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees, agents, partners, and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, agents, partners, or volunteers shall be excess of the contractor'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 days (10) for non-payment of premium] prior written notice by certified mail, return receipt requested, has been given 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. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A- Contractors must provide written verification of their insurer's rating.
6. **Verification of Coverage:** The contractor shall furnish KCHA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by KCHA before contractor commences delivery or products or services. KCHA reserves the right to require complete, certified copies, or pertinent parts thereof, of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. **Subcontractors:** Any subcontractor shall include KCHA, its officers, officials, employees, agents, partners, and volunteers as an additional insured under its policies. The contractor shall be responsible for subcontractors complying with such requirement, and failure to comply shall constitute breach of contract by the contractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **INDEMNIFICATION**

The contractor hereby agrees to indemnify, defend, and hold harmless KCHA, and their successors and assigns, directors, 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 contractor, its successors, and assigns, employees, subcontractors or anyone acting on the contractor's behalf in connection with this Contract or its performance of this Contract.

PROVIDED, however, that the contractor 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 contractor or the contractor'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 contractor's negligence or the negligence of its agents, employees.



FURTHERMORE, the contractor acknowledges that the foregoing indemnity is specifically and expressly intended to constitute waiver of the contractor's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.

The contractor hereby agrees to require all its subcontractors 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 KCHA as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the contractor.

### **SUBMISSION OF PROPOSAL:**

Proposals shall be **EMAILED** with the subject line **“PROPOSAL FIRE and LIFE SAFETY - RFP”**. An official authorized to represent the company must sign all the following documentation:

1. A Cover Letter attesting to (1) an understanding of the evaluation criteria listed; (2) the company's ability to meet the requirements of and perform the work and/or supply materials described in the RFP and (3) any other information pertinent to the evaluation of the offered proposal.;
2. Other attachments as indicated in the “Attachment List” that are required to be returned. See items marked “Return with Submission” on the RFP Attachment List shown below.

Proposals are due via email to Danielle Munroe [daniellem@kcha.org](mailto:daniellem@kcha.org), Management Analyst at the King County Housing Authority, no later than **THURSDAY, MARCH 31st, 2022 by 2:00PM.** Proposals received after due date and time WILL NOT be accepted.

### **RFP ATTACHMENT LIST**

A.	KCHA's General Conditions	
B.	<b><u>Instructions to Bidders for Contracts HUD-5369</u></b>	<b>Return with Submission</b>
C.	General Conditions of the contract for Non-Construction HUD-5370C	
D.	Fair Housing / Accessibility Notice	
E.	Non-Technical & Technical Specifications	
F.	HUD MWRD Non-Routine Maintenance	
G.	Davis-Bacon Wage Rate (EXAMPLE ONLY)	
H.	<b><u>Non-collusive affidavit</u></b>	<b>Return with Submission</b>
I.	<b><u>Equal opportunity</u></b>	<b>Return with Submission</b>
J.	<b><u>Pricing sheet</u></b>	<b>Return with Submission</b>
K.	<b><u>Bidder's Qualification and Subcontractor's List</u></b>	<b>Return with Submission</b>
L.	<b><u>Contractor Certification</u></b>	<b>Return with Submission</b>
M.	<b><u>Section 3 Certification and Clause</u></b>	<b>Return with Submission</b>
N.	<b><u>Certification of Payments to Influence Federal Trans. HUD 50071</u></b>	<b>Return with Submission</b>
O.	<b><u>Disclosure of Lobbying Activities HUD SF-LLL</u></b>	<b>Return with Submission</b>
P.	<b><u>Certification of Compliance with Washington State Wage Payment</u></b>	<b>Return with Submission</b>
Q.	<b><u>Plan for Proprietary Systems (as mentioned in Scope of Work)</u></b>	<b>Return with Submission</b>