Seattle Housing Authority

REQUEST FOR PROPOSALS

(Solicitation No. 800827)

for

Burglar, Fire and Water Detection Alarm Monitoring Services

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ATTACHMENTS:

A – General Overview of SHA's Security Response

Section 3 Business Certification
Section 3 Resident Employment Plan

RFP Issued on:	Proposals Due:
Monday, September 29, 2008	Monday, October 27, 2008

REQUEST FOR PROPOSALS

Burglar, Fire and Water Detection Alarm Monitoring Services

The Seattle Housing Authority (SHA) is seeking proposals from qualified service providers to monitor the fire alarms in 46 SHA locations (locations to be discussed at the Pre-Submission Conference) and burglar alarms in 15 SHA locations with one of those locations also having a water detection system (locations to be discussed at the Pre-Submission Conference). All of SHA's alarm systems are located within the Seattle city limits. Alarms are to be monitored 24 hours per day, seven days per week, including holidays. All equipment maintenance and repairs shall be the responsibility of the selected service provider.

MANDATORY Pre-Submission Conference: Those interested in responding to the Request for Proposals (RFP) **MUST ATTEND** the Pre-Submission Conference at 12:30 p.m., Thursday, October 9, 2008. The Conference will be held in the First Floor Conference Room at SHA's Central Office located at 120 – 6th Avenue North, Seattle, WA 98109.

Obtaining the RFP: Visit our website at www.seattlehousing.org/Business/bus00.htm to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may call Don Tucker, Sr. Contract Administrator at (206) 615-3475.

Questions: Any questions or requests for further information must be submitted in writing no later than 1:00 p.m., Wednesday, October 15, 2008, to the Sr. Contract Administrator noted above by fax at (206) 615-3410, by e-mail at dtucker@seattlehousing.org, or by mail at the address below.

Submission Deadline: Sealed proposals (one original and four copies), must be received not later than 1:00 p.m., Monday, October 27, 2008, at SHA's address below. Proposals sent by U.S. Mail should be addressed to the P.O. Box below and must be delivered to SHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Seattle Housing Authority
Purchasing Division
Attention: Don Tucker
120 Sixth Avenue North
P.O. Box 19028
Seattle, Washington 98109-1028

Diversity: SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on SHA contracts.

Rights Reserved: SHA reserves the right to waive as an informality any irregularities in submittals, and/or to reject any and all proposals.

LIZ ALZEER
Contracting and Procurement Manager

Seattle Housing Authority

Request for Proposals
(Solicitation No. 800827)

Burglar, Fire and Water Detection Alarm Monitoring Services

A. INTRODUCTION

1) **General:** The Seattle Housing Authority (SHA) is seeking a qualified service provider to monitor the fire alarms in 46 SHA locations (locations to be discussed at the Pre-Submission Conference) and burglar alarms in 15 SHA locations with one of those locations also having a water detection system (locations to be discussed at the Pre-Submission Conference). All of SHA's alarm systems are located within the Seattle city limits. Alarms are to be monitored 24 hours per day, seven days per week including holidays. All equipment maintenance and repairs shall be the responsibility of the selected service provider.

2) **Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with SHA may also wish to procure the services herein offered by the successful party. The successful party shall have the option of extending its offer to SHA to other agencies for the same cost, terms and conditions.

   SHA does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the successful party. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. SHA accepts no responsibility for the performance of the successful party in providing services to other public agencies, nor any responsibility for the payment price to the successful party for other public-agency purchases.

3) **Seattle Housing Authority Background:** SHA is a public body corporate and politic that provides affordable housing to about 24,000 low-income people in Seattle. SHA owns and operates approximately 5,400 conventional public housing units subsidized by the U.S. Department of Housing and Urban Development (HUD), nearly 1,100 additional units for seniors and people with disabilities as part of the Seattle Senior Housing Program, and almost 900 low and mixed-income units developed and acquired primarily through the use of debt financing. Approximately 8,400 of the residents are children.

   SHA houses nearly 9,000 residents in housing it owns and operates and about 14,600 residents through its HUD-subsidized Housing Choice Voucher Program (also known as Section 8), which makes it possible for residents with low incomes to live anywhere in the city.

   SHA owns and operates housing in neighborhoods throughout Seattle. These include the four large family communities of New Holly and Rainier Vista in Southeast Seattle, High Point in West Seattle, and Yesler Terrace in Central Seattle.

   SHA was established by the City of Seattle under State of Washington enabling legislation in 1939. SHA is governed by a seven-member Board of Commissioners appointed by the Mayor and confirmed by the City Council. The Executive Director is appointed by, and

reports to, the Board and is responsible for staff hiring and direction. SHA has approximately 585 employees and a total budget of $301 million for Fiscal Year 2007.

B. SCOPE OF WORK

Current Status: SHA's current service provider's contract will expire at the end of 2008. There are 21 Subscriber Terminal Units (STU's) that are leased from the current service provider. These will be identified at the Mandatory Pre-Submittal Conference. Existing Fire Alarm Control Panels are owned by SHA.

The selected service provider shall be responsible for the following:

- Making arrangements with the current service provider to lease or purchase the 21 STU's, or replace the STU's with its own equipment at the service provider's expense.
- Removing or having any systems, equipment, supplies, etc. removed that are not in service, and disposing of same in the manner required by City Ordinance and/or state and federal law.
- Posting service providers' identification numbers at all Fire Alarm Panels for ease in placing systems into test mode and giving a report of same to SHA.
- Training applicable SHA staff on the use of your software and/or hardware used for these systems.
- Having a Washington State Patrol Background Check on all field personnel that may enter SHA properties, and reporting such to SHA.
- Maintaining all service provider equipment and making repairs including replacing batteries as needed.
- Responding within 4 hours for any failed system component.
- Maintaining qualified supervisors, technicians and monitoring staff at all times.
- Ensuring a quick and smooth transition with the current service provider.
- Adding or deleting locations and related equipment and services in a timely manner.
- Providing on-line reporting as required by SHA.

all as further described below.

1) General Requirements:

- Licensing Requirements: The service provider must meet all industry, City of Seattle and State of Washington licensing requirements. Technicians must have current licenses as required by the City of Seattle and the State of Washington.
- Additions and Deletions: Upon SHA's written notice to the service provider at any time during the term of the contract, the service provider must add or delete locations and related equipment and services. Any such written notice shall take effect on the date stated in the written notice from SHA.
- Pricing: Requests for any price increase may be considered annually. No price increase shall exceed the Annual Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton, Washington, metropolitan area, which includes Island, King, Kitsap, Pierce, Snohomish, and Thurston Counties.
- Invoicing: The service provider may bill thirty (30) days in advance. If this service or any portion thereof is cancelled for any reason, the unused portion of the payment shall be refunded to SHA within 30 days of cancellation. All invoices shall be clear and precise. Any incorrect invoices will be returned to the service provider to correct and

will not be due until the following month. A contact name and number must be included on all invoices.

- Service Provider's Staffing: The service provider shall provide a copy of any operator/agent procedures and/or training manuals used in the selection and hiring of Supervisor's/Managers. The documents must show what type of qualifications and training are required to be a Central Station or Field Supervisor/Manager.
- Service Provider's Central Station: SHA reserves the right to request a Central Station tour.

2) Technical Requirements:

- Subscriber Terminal Units (STUs) or Recommended Replacement Equipment: The selected service provider shall provide STU's or recommend and provide another product at the service provider's cost. Any new product/equipment shall be explained in detail with a performance benefits analysis including any impact to the tenants in the SHA buildings (e.g. system downtime, testing, fire watch). SHA reserves the right to hire a consultant to review and give an opinion/recommendation on the proposed equipment. During the scheduled time of conversion, the service provider shall be responsible for all false alarms, fire watch expenses, trouble signals, and City of Seattle violations. The service provider shall ensure a smooth transition with the current vendor.
- Replacement Plan: The service provider will submit a proposed general plan for replacement of equipment including the amount of time the replacement should take. After the contract is awarded, the selected service provider will be required to provide a detailed schedule for equipment replacement which will take into consideration issues such as: required advance notice to the residents; scheduling a contractor for fire watch; schedule flexibility to be able to work around other building maintenance projects and/or major building modifications. The service provider will be required to provide a 5 day notice prior to any start of work for each SHA building.
- Software: The service provider shall possess the most recent and corresponding software that will integrate with the security systems at each facility, and possess factory authorized and current operation password(s), when applicable, that allows complete access to each building.
- Reporting Capabilities: The service provider shall possess software that allows SHA to view on-line reports, such as, but not limited to trouble history, alarm status in real-time, and account information including contact information. SHA desires at least 25 user codes. At SHA's request, the service provider must provide reports showing all call routing contact information, alarm response call routing with time, and contact information.
- Alarm Monitoring: The service provider shall provide monitoring 24-hours a day, 7 days a week including holidays. The calls will be monitored at the service provider's central station/facility. In the event of an alarm, the on-site system shall communicate with the service provider's Central Monitoring Station which will notify the designated agency (e.g. SFD/SPD) and/or SHA representative.

  SHA's Holiday Schedule:
  - New Year's Day (January 1st, or observed on closest weekday)
  - Martin Luther King, Jr.'s Birthday (Observed third Monday in January)
  - Presidents' Day (Observed third Monday in February)
  - Memorial Day (Observed last Monday in May)

- Independence Day (July 4th, or observed on closest weekday)
- Labor Day (Observed first Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day Following Thanksgiving Day (Fourth Friday in November)
- Christmas Day (December 25th, or observed on closest weekday)

- Alarm Response Procedure: When alarms occur, the service provider shall:
  - Call 911 if applicable.
  - Contact SHA staff as outlined in Attachment A.
  - Keep multiple contact information for a variety of conditions for each building.
  - Make changes to their contact information for SHA immediately upon request.
  - Provide reports of all alarm responses as requested by SHA showing, but not limited to, the alarm time, the service provider's agent, who the agent talked to, the time the contact was made with SHA or SHA's representative, and the information dispatched.
- Repair and Maintenance: The leased STU's or proposed replacement equipment, shall be maintained by the service provider and any repairs or replacements of this equipment, including batteries, shall be the service provider's responsibility for the term of the contract.
- Equipment Failure Response: The service provider must be able to respond within four (4) hours with a minimum of one (1) qualified technician for a failed system component or after receipt of notification request from an authorized representative of SHA. The service provider shall maintain a 24 hour phone number for emergencies. If the service provider finds the Fire Alarm Control Panel or the Security panel owned by SHA not operating within its correct parameters, the service provider will immediately contact SHA.

  The service provider's technician shall ensure that the alarm system in the facility in which he/she is working is in good working order before leaving the worksite. The technician will contact SHA if any components owned by SHA are not operating within its correct parameters. Back-up emergency batteries in the service provider's equipment are to be provided and replaced as needed by the service provider.

C. INFORMATION TO BE PROVIDED IN YOUR PROPOSAL

To facilitate evaluation, proposals should address and be organized in the order of the outline given below and include the following information. Please refer to the section of this RFP on Submission Requirements for information on Required Number of Copies. Proposals should be limited to a total of 10 pages in no smaller than 11 point font (resumes, Section 3 Business Certification, and Section 3 Resident Employment Plan, and other required attachments are not included in the page limitation). Proposers are responsible for checking SHA's website at www.seattlehousing.org/Business/bus00.htm prior to submission of a proposal to review and download any addenda issued.

1). **Qualification and Experience of the Service Provider's Staff:** Attach to your proposal a copy of any information/documentation relating to the qualifications required for any Field Supervisor/Manager and Technical staff and for any Central Station Supervisors/Managers and Monitors. (If attaching separate documents for this, it will not be included in the maximum number of pages in your proposal.) (Relates to Criterion 1 in Section D below.)

2). **Previous Experience with similar size projects:** What agencies, companies, etc. that are similar in size to this project has your firm worked with? Give the name of the agency, company, etc., the number of alarms monitored and the dates of service. (Relates to Criterion 2 in Section D below.)

3). **Functionality of Proposed Equipment and Software:** List the equipment and software you plan on using on this project by name, manufacturer, model, etc. and explain what makes this equipment and software the preferred system. (Relates to Criterion 3 in Section D below.)

4). **Monthly Monitoring Charge:** Show your monthly monitoring charge per alarm system you are proposing. This charge should be all-inclusive, meaning that it should include all your administrative and labor costs. No additional charges shall be allowed except any City Fees which will be added to this cost if you are the selected firm.

5). **Section 3 Business:** If your firm qualifies as a Section 3 Business, please so state on the attached Section 3 Business Certification form. Additional evaluation points will be given to all Section 3 firms. (see Section "**H. 2)** A" herein.)

D. SERVICE PROVIDER EVALUATION CRITERIA

Service Providers' submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to SHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document. Because multiple areas of expertise are required for successfully performing this project, the service provider, either through in-house staff or sub-consultants, must demonstrate expertise and have available adequate quantities of experienced personnel in all of the areas described.

Service Providers are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. SHA reserves the right to request additional information or documentation from the firm regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials should be included in a separate section of the proposal. In submitting a proposal, the service provider agrees that any costs or prices proposed shall be valid for a minimum of 90 days from the proposal due date.

The following criteria with a point system of relative importance will be utilized to evaluate the service provider's qualifications, experience and equipment functionality:

	Evaluation Criteria	**Weighting (Max. Points)**
1	Qualifications and experience of the service provider's staff. (Relates to Section "**C. 1)**" above)	30
2	Previous experience with similar size projects. (Relates to Section "**C. 2)**" above.	20
3	Functionality of proposed equipment and software. (Relates to Section "**C. 3)**" above.	30
Maximum Total Points per Evaluator for Criteria 1 through 3		**80**

Additional Evaluation Criteria:

4. Monthly Monitoring Charge: The service provider's proposed monthly charge per alarm system to be monitored will be given up to a maximum of 30 points per Evaluator to be added to the qualifications total score above. Points will be assigned by comparison to SHA's Independent Cost Estimate. IMPORTANT: City of Seattle Fees are not to be included in your monthly charge for this RFP response, but will be added to your monthly charge in the contract for these services.

5. Section 3 Preference Points: All proposing service providers that are qualify at the time of submittal of your proposal, as a Section 3 Business [see Section "H. 2) A" herein] shall receive an additional 20 points to be added to their total evaluation score.

E. SUBMISSION REQUIREMENTS

1) **MANDATORY Pre-Submission Conference:** Service providers **MUST ATTEND** the Pre-Submission Conference at the time and place referenced on page 1 of this Request for Proposals (RFP), and advertised in the *Seattle Daily Journal of Commerce* newspaper. Failure to have a representative attend the Conference will mean your firm's submittal will not be accepted for this RFP.

2) **Due Date For Questions:** Technical questions regarding substantive matters related to this RFP or requests for further information must be submitted in writing consistent with the deadline and submission requirements on page 1 of this RFP.

3) **Due Date and Place For Submission of Proposals:** Proposals must be received by the Seattle Housing Authority by the deadline and at the place indicated on page 1 of this RFP.

   The deadline is firm as to place, date, and time. SHA will not consider any proposal received after the deadline and will return all such proposals unopened.

   All Proposals should be clearly marked when delivered or mailed to avoid any confusion about recording arrival dates and times. Proposers should take this practice into account and submit their materials early to avoid any risk of ineligibility caused by unanticipated delays or other delivery problems. *NOTE: A faxed or e-mailed Proposal is not acceptable.*

   Upon receipt of each Proposal, SHA's Purchasing Division will date-stamp it to show the exact time and date of receipt. Upon request, Purchasing will provide the proposer with an acknowledgment of receipt. All Proposals received will become the property of the Seattle Housing Authority and will not be returned to the proposer.

4) **Required Number of Copies:** Proposers responding to this RFP shall submit one original proposal along with the required number of copies of the proposal (see page 1 of this RFP) to the address also indicated on page 1 of this RFP. The original of each of the forms indicated below must also be completed and submitted with the original proposal only. Do not send these forms with the proposal copies.

   - Section 3, Business Certification Form
   - Section 3, Resident Employment Plan

5) **Addenda:** In the event there are changes or clarifications to this RFP, SHA will issue an addendum. Addenda will be published on SHA's website at www.seattlehousing.org/Business/bus00.htm. It is the responsibility of proposers to check this website prior to submission of a proposal to review and download any addenda issued.

If you are unable to download the addenda, you may call the Contract Administrator listed on page 1 of this RFP to have a copy of the addenda mailed or e-mailed to you.

6) **Rights Reserved by SHA:** SHA reserves the right to waive as an informality any irregularities in submittals and/or to reject any or all Proposals. SHA will generally not disclose the status of negotiations until SHA's Executive Director has approved the award of a contract for services.

F. SELECTION PROCESS

An evaluation panel will rate all responses to this RFP that are received on or before the stated deadline, according to the criteria listed above. Based on its initial evaluation, the panel may:

1) Make a recommendation to SHA's Executive Director and request authority to negotiate a Contract with one or more proposers; or

2) (a) Request additional information from the proposer whose responses appear to have the greatest likelihood of success; and/or

   (b) Invite one or more proposer whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal; and then

   (c) Make a recommendation to SHA's Executive Director and request authority to negotiate a contract with one or more proposers.

SHA reserves the right to conduct reference checks, at either or at both of the following two points of the evaluation process:

1) After proposals are evaluated, for the proposer with the highest-scoring proposal;

2) In the event that interviews are held, for the proposer with the highest-scoring proposal and interview.

In the event that information obtained from the reference checks reveals concerns about the proposer's past performance and their ability to successfully perform the contract to be executed based on this RFP, SHA may, at its sole discretion, determine that the proposer is not a responsible proposer and may select the next highest-ranked proposer whose reference checks validate the ability of the proposer to successfully perform the contract to be executed based on this RFP. In conducting reference checks, SHA may include itself as a reference if the proposer has performed work for SHA, even if the proposer did not identify SHA as a reference.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at the following web site address: http://www.seattlehousing.org/business/info/Policies/CurrentAdoptedProcurementPolicies.doc

G. CONTRACT NEGOTIATIONS

SHA shall negotiate with the most qualified proposer, as determined by evaluation of the responses and, if applicable, interviews. If SHA is unable to reach agreement with the highest ranked firm, it may negotiate with the second highest ranked firm, proceeding in turn to each firm, in order of rank, until a contract is executed.

SHA expects to execute a Contract for services for one year. At SHA's option, a Change Order may be executed extending the Contract for up to four additional one-year periods, along with appropriate adjustments in the scope of work and compensation.

H. ADMINISTRATIVE INFORMATION

1) **Minority-owned and Women-owned Business Enterprises:** SHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, HUD Section 3 businesses, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

2) **Section 3 Requirements:** Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to Section 3 residents. Section 3 residents include residents of SHA communities and other low-income residents of Seattle. Each Proposer is required to submit with their Proposal a Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this RFP, and a Section 3 Business Certification form.

   A. Selection Preference for Section 3 Businesses: If the Proposer is a Section 3 business, and so indicates on the Section 3 Business Certification form required with the Proposal, and the Section 3 evaluation criterion points assigned to the Proposer result in the Proposer being the highest ranked Proposer, SHA will conduct an investigation to certify whether the business is a qualified Section 3 business. In submitting its Proposal, the Proposer agrees to provide any information required by SHA to determine whether the business qualifies as a Section 3 business. A business may qualify as a Section 3 business by meeting one of the following criteria:

      1. At least 51% of the business is owned by Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
      2. 30% or more of a business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the City of Seattle and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
      3. The business makes a commitment to subcontract with Section 3 businesses for more than 25% of the dollar amount of all subcontracts to be awarded by the business. Prior to selection, such businesses must submit a plan and the necessary support documents describing how the subcontracting commitment will be met. SHA will evaluate the plan and documents submitted and determine whether it is likely the Proposer will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The Proposer's failure to fulfill the Section 3 subcontracting commitment shall be a material breach of contract which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the Proposer's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Proposer ineligible to compete for, or participate in, any SHA contract for a period of five years

from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

B. Section 3 Contract Language: The following language regarding Section 3 will be included as part of the contract to be executed based on this RFP.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 1 2 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The service provider agrees to send to each labor organization or representative of workers with which the service provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the service providers commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The service provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The service provider will not subcontract with any subcontractor where the service provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The service provider will certify that any vacant employment positions, including training positions, that are filled (1) after the service provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the service providers obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract.

Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. If the service provider is a Section 3 business and was selected by SHA based on evaluation points assigned under the Section 3 business preference requirements of the RFP for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the service provider agrees to meet the Section 3 subcontracting commitment. Failure of the service provider to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in SHA taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that SHA may incur as a result of the service provider's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the service provider ineligible to compete for, or participate in, any SHA contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

3) **Basic Eligibility:** The successful proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful proposer must not be debarred, suspended, or otherwise ineligible to contract with SHA, and must not be included on the General Services Administration's "List of Parties Excluded From Federal Procurement and Nonprocurement Programs" or the Department of Housing and Urban Development's "Limited Denial of Participation" list.

4) **Payment Requirements:** Proposers should be aware that SHA 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 service provider only upon receipt of an invoice for the reimbursable expenses. No advance payments will be made to the service provider, who must have the capacity to meet all project expenses in advance of payments by SHA.

5) **Approval of Sub-Consultants:** SHA retains the right of final approval of any sub-consultant of the selected proposer who must inform all sub-consultants of this provision.

6) **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to SHA must be submitted to SHA in both hard copy and a digital format that meets SHA's requirements, using Microsoft Office or AutoCad products in an IBM-compatible format. All documents and products created by the service provider and their sub-consultants shall become the exclusive property of SHA.

7) **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, SHA expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

8) **Funding Availability:** By responding to this RFP, the proposer 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.

9) **Contract Requirements:** Proposers may review SHA's standard contract language that will form the basis for any contract executed based on this solicitation by visiting the following web site: http://www.seattlehousing.org/business/info/Klanguage/ConsultantContract.doc

10) **Insurance:** The following are the insurance requirements that will be included in the contract executed based on this RFP:

A. General Requirements:

1. Prior to undertaking any work under this Contract, the service provider shall procure and maintain continuously for the duration of this Contract, at no expense to SHA, insurance coverage as specified below, in connection with the performance of the work of this Contract by the service provider, its agents, representatives, employees and/or subcontractors.
2. The service provider's insurance shall be primary as respects SHA, and any other insurance maintained by SHA shall be excess and not contributing insurance with the service provider's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the service provider's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the service provider to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the service provider during the term of this Contract. The service provider must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

   - $1,000,000 each occurrence, and
   - $2,000,000 aggregate

   Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the service provider's contact with minor children, the service provider shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by SHA's Risk Manager.

2. Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with the following minimum coverage:

   - $1,000,000 each accident

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with the following minimum coverage:

   - $1,000,000 combined single limit coverage

4. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the service provider's profession. Coverage should be for a professional error, act, or omission arising out of the scope of services shown in the Contract, with the following minimum coverage:

   - $1,000,000 per Claim/Aggregate

   If the Professional Liability Insurance policy is written on a claims made form, the service provider warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the service provider is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by SHA.

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Washington, the service provider shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If the service provider is qualified as a self-insurer in accordance with Chapter 51.14 RCW, the service provider shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.

C. Additional Insured Endorsement: The Seattle Housing Authority must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the service provider. A policy endorsement (form CG2010B or equivalent) must be provided to SHA as evidence of additional insured coverage.

D. Proof of Insurance and Insurance Expiration:

1. The service provider shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.

2. The service provider shall include all subcontractors at any tier as insureds (except for Professional Liability insurance), and ensure that the service provider's coverage of

subcontractors under the service provider's policies is not excluded by any policy provision or endorsement. Alternatively, the service provider shall:

a.) Obtain from each subcontractor not insured under the service provider's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and

b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to SHA for examination.

3. The service provider's insurance shall not be reduced or canceled without thirty (30) days prior written notice to SHA. The service provider shall not permit any required insurance coverage to expire during the term of this Contract.

4. SHA reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.

E. <u>Carrier Review and Approval Authority:</u> Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by SHA. All insurance shall be carried with companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of "A VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of "A VII" or better may not be used without written approval of SHA's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of SHA's Risk Manager.

ATTACHMENT A

Seattle Housing Authority
General Overview of SHA's Security Response
Location: All SHA buildings

General instructions and responsibilities for– FIRE ALARMS and/or FIRE PANEL TROUBLE

I. When the fire alarms at SHA buildings are triggered, the Contractor will perform the following:

a. Call 911 and/or communicate with the Fire Department to report the activated alarm state.

b. Call Seattle Housing Authority's answering service

i. Provide the answering service dispatcher with information regarding the call(s).

c. For other calls (e.g. systems that are generating a trouble signal/low battery signal or loss of communication), the Contractor will perform the following:

i. During Business Hours – 7:00AM – 3:30PM Monday thru Friday

1. Call Seattle Housing Authority's answering service and provide the answering service dispatcher with information regarding the call(s).

2. Follow-up with personnel listed on the emergency contact list.

ii. After Business Hours 3:30 PM – 7:00 AM and the Weekends.

1. Call Seattle Housing Authority's answering service and provide the answering service dispatcher with information regarding the call(s).

2. Follow-up with personnel listed on the emergency contact list and contracted security service for the specific property to report the activated alarm state.

General Instructions and Responsibilities for – BURGLAR ALARMS and/or BURGLAR PANEL TROUBLE

I. When the burglar alarms at SHA buildings are triggered, the Contractor will perform the following:

a. Call 911 and/or communicate with the Police Department to report the activated alarm state.

b. For other calls (e.g. systems that are generating a trouble signal/low battery signal or loss of communication), the Contractor will perform the following:

i. During Business Hours – 7:00AM – 3:30PM Monday thru Friday

1. Call Seattle Housing Authority's answering service and provide the answering service dispatcher with information regarding the call(s).

2. Follow-up with personnel listed on the emergency contact list.

ii. After Business Hours 3:30 PM – 7:00 AM and the Weekends.

1. Contact SHA's contracted security service for the specific property to report the activated alarm state.

General Instructions and Responsibilities for – WATER DETECTION

I. When the water detection alarm is triggered (only at one location as of 9-08), the Contractor will perform the following:

a. Call the site, then the SHA contacts. If no answer, call Seattle Housing Authority's answering service and provide the answering service dispatcher with information regarding the call(s) to relay the info to the on-call trades person.

Seattle Housing Authority
Section 3 Business Certification

Section 3 Business Criteria: Your business is eligible for Section 3 Certification if it meets any one of the following criteria. If your business meets one or more of these criteria, please circle the applicable criteria.

1. Fifty-one percent or more of your business is owned and managed by a Section 3 qualified person or persons. (See qualification guidelines below)

2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons.

3. You can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 certified businesses.

Section 3 Person Criteria: A Section 3 qualified person must:

A. Live in the City of Seattle.
B. Earn no more than the following amounts :

Family Size:	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income	$41,700	$47,700	$53,650	$59,600	$64,350	$69,150	$73,900	$78,650

Section 3 Statement: Please check the appropriate box below.

☐ My business is a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.

☐ My business is not a Section 3 business.

☐ My business has been certified as a Section 3 Business by:

(name of agency) _____ (date of certification) _____

Signature:	Date Signed:
Name:	Title:
Company Name:	
Address:	
Telephone Number:	

Note: If you certify above that your business is a Section 3 business, and you qualify for award of the contract based on the preferences given to Section 3 businesses and described in the solicitation, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

If you have any questions about this form, please call
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.

Seattle Housing Authority
Section 3 Resident Employment Plan

Section 3 of the Housing and Urban Development Act of 1968 (hereinafter "Section 3") requires SHA to the greatest extent feasible to provide employment opportunities to "Section 3 residents." Section 3 Residents include residents of SHA communities and other low income residents of Seattle. Each bidder is required to submit with their bid package a plan which will result in the hiring of Section 3 residents to perform the work contemplated by the bid. HUD has established an annual goal of 10% of all new hires by SHA Contractors. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of Seattle. At a minimum, the Contractor and its subcontractors shall advertise new positions created in order to perform the work called for herein and will post notices of the Contractor's commitments under Section 3 in conspicuous places at the work site. In addition, the Contractor must notify each labor organization with whom it or its subcontractors have a collective bargaining agreement or other understanding of these Section 3 commitments. In order to fulfill its Section 3 obligations the Contractor may work with service providers on site at various SHA communities including, but not limited to, Neighborhood House and the Employment Opportunities Center. The plan should specify the number of positions the Contractor expects will be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting SHA residents for the available positions.

Signature:		Date Signed:
Name:	Title:	
Company Name:		
Address:		Telephone Number:

1. How many new positions do you expect this contract will require you to create?

_____

2. Describe each position and provide the name and provide the location of the person(s) taking applications for each such position.

_____

_____

3. What minimum skills will be required for each position?

_____

_____

4. Please describe any training opportunities which the contract may create and any agreements concerning training you have.

_____

_____

5. How will you advertise these positions to SHA residents?

_____

_____

_____

If you have any questions about this form, please call
Samuel Pierce, SHA's Section 3 Coordinator, at (206) 937-3292.