

**REQUEST FOR COMPETITIVE PROPOSALS**

**SOLICITATION NO. 6039**

**For**

**14378 30TH AVE NE AFFORDABLE HOUSING**

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<b>RFCP Issued on:</b>	<b>Proposals Due:</b>
<b>May 07, 2025</b>	<b>3:00 PM, on Tuesday, June 03, 2025</b>

**ARTICLE 1. INTRODUCTION**

**A. General**

The Seattle Housing Authority, as the General Partner of the Owner 14378 30TH AVE NE LLLP, hereinafter referred to as “SHA”, is soliciting proposals from experienced General Contractors with emphasis in preconstruction services delivery, hereinafter referred to as “Contractor” or “Proposer” to participate in the preconstruction services and construction of the 14378 30TH Ave NE Affordable Housing, which is a new 100-unit affordable housing project, hereinafter referred to as the “Project”.

This is a two-phase contract. Phase I covers Preconstruction Services and Phase II covers General Contracting for Construction.

## **B. Seattle Housing Authority (SHA) Background**

SHA is an independent public corporation providing long-term, low-income rental housing and rental assistance to more than 38,000 people in the city of Seattle. We believe in providing more than housing for our tenants, and we partner with many organizations to offer an array of services and community activities to help those we serve improve their lives. The majority of SHA's funding is federal, through the U.S Department of Housing and Urban Development (HUD). Other income includes rent revenue and non-HUD public and private grants. SHA operates according to the following Mission and Values:

### ***Our Mission***

*The mission of the Seattle Housing Authority is to enhance the Seattle community by creating and sustaining decent, safe and affordable living environments that foster stability and increase self-sufficiency for people with low incomes.*

### ***Our Values***

*As stewards of the public trust, we pursue our mission and responsibilities in a spirit of service, teamwork and respect. We embrace the values of excellence, collaboration, innovation and appreciation.*

SHA owns and operates more than 8,500 housing units at nearly 400 sites throughout the city. SHA also administers approximately 12,000 Housing Choice Vouchers, enabling low-income residents to receive rental assistance throughout the Seattle housing market. SHA, an independent public corporation established in 1939, is governed by a seven-member Board of Commissioners, two of whom are SHA residents. Commissioners are appointed by the Mayor of Seattle and confirmed by the City Council. More information is available at [seattlehousing.org](http://seattlehousing.org).

## **C. Project Description**

The Project is fronting 30<sup>th</sup> Ave NE, and near the corner of NE 145th St. within the Lake City community. The new development is currently designed to include an 86-unit apartment building and fourteen (14) 3- and 4-bedroom townhouses, with a central courtyard and amenity spaces.

## **D. Site Description, Ownership and Address**

The project address is 14378 30th Ave NE and is currently a 108,429-sf vacant site, with concrete foundations, and linking walkways. The site currently has an underground creek and is a riparian management area. Underground sewer and water utilities are remaining from the previous demolished buildings. It is currently owned by 14378 30TH AVE NE

LLLP, and managed by the Seattle Housing Authority. Ownership will be transferred to Seattle Housing Authority at a later date.

#### E. SHA's Project Team (Design Team)

The following are SHA's key design and project-management personnel.

Owner	<u>14378 30TH AVE NE LLLP</u>
Project Architect	GGLO
Civil Engineer	KPFF Consulting Engineers
Structural Engineer	Michael Nouwens Structural Consultants
Plumbing Engineer	Ecotope
Mechanical Engineer	Ecotope
Electrical Engineer	TresWest Engineers, Inc.
Landscape Architect	GGLO

#### F. Estimate

Direct cost at 100% Design Development was estimated to be between \$40 and \$45 million.

#### G. PROPOSAL SUBMISSION DEADLINE

Competitive proposals **must be received no later than 3:00 PM**, on *Tuesday June 03, 2025*, to the email address below.

Seattle Housing Authority  
Attention: Veronica Sharp, Lead Sr. Contract Administrator; or  
Jawed Rahmani, Design & Construction Contracts Administrator  
Sent to: [purchasing@seattlehousing.org](mailto:purchasing@seattlehousing.org)

All proposal emails should have a subject line that clearly identifies the project and submittal when emailed to avoid any confusion, for example "**Solicitation# 6039 - 14378 30<sup>TH</sup> AVE NE AFFORDABLE HOUSING**". Proposers are responsible for the timely delivery of their proposals to SHA.

**NOTE: A faxed or hand delivered Proposal will not be accepted.**

See Article 5 for more submittal requirements.

The deadline is firm as to dates and time. SHA will not consider any Proposal received after the deadline.

#### H. PRE-BID / PRE-SUBMISSION MEETING / SITE VISIT

SHA will conduct two site visits at the following date and time:

- 1- First pre-bid site visit will be held at **9:00 AM, on May 13, 2025**, at the **Jackson Park Village Parking Lot, 14378 30th Ave NE, Seattle, WA 98125**; and
- 2- Second pre-bid site visit will be held at **1:00 PM, on May 14, 2025**, at the **Jackson Park Village Parking Lot, 14378 30th Ave NE, Seattle, WA 98125**

**All prospective bidders are strongly encouraged to attend any of the above two site visit. Non-attendance on the part of the Bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of the bid documents or any Addenda.**

Questions of a general nature may receive a response during the meeting/site visit; however, no questions will be answered by SHA that appear to cause unfair advantage to all proposers. Questions of that nature will be required to be submitted in writing by the date and time indicated in the Administrative and Technical Questions section below.

**I. PLANS, SPECIFICATIONS, ADDENDA, AND PLANHOLDER'S LIST** for this Project will be available online through Builder's Exchange of Washington, Inc. at <http://www.bxwa.com>. Access to project bid documents is provided to Prime Bidders, Subcontractors, and Vendors by going to [www.bxwa.com](http://www.bxwa.com) and clicking on "Posted Projects", "Public Works", and "Seattle Housing Authority". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

**J. [RESERVED.]**

**K. PROJECT DOCUMENTS:** A copy of the Drawings and Specifications may be viewed at the Seattle Housing Authority's office. Please notify Contract Administrator within 3 business days to schedule plan set review.

**L. ADMINISTRATIVE AND TECHNICAL QUESTIONS:** Administrative and Technical questions regarding this Project, including but not limited to substitution requests, must be received in writing no later than **5:00 PM, on Wednesday, May 21, 2025**, and be directed to Veronica Sharp, Lead Sr. Contract Administrator, or Jawed Rahmani, Design & Construction Contracts Administrator by email to [purchasing@seattlehousing.org](mailto:purchasing@seattlehousing.org).

Questions will be answered via Addendum. Questions received later than the date and time above will not be answered.

**M. BID GUARANTY:** Bid Security is not required.

**N. SECTION 3 AND RELATED CONTRACT REQUIREMENTS:** The Seattle Housing Authority strongly encourages small businesses, minority businesses (MBEs), women's business enterprises (WBEs, and together with MBEs, WMBEs), veteran-owned businesses, labor surplus area firms, and HUD Section 3 businesses to submit proposals, to participate as partners, or to participate in other business activities in response to this RFCP. This Contract includes HUD Section 3 goal requirements, WMBE utilization goal requirement, and apprenticeship participation goal requirement.

**O. ELECTRONIC CERTIFIED PAYROLL SUBMISSION AND SECTION 3 AND RELATED REPORTING:** See Article 3, Section B.

**P. PREVAILING WAGES:** The General Contractor and all subcontractors will be required to comply with all prevailing wage requirements. See Section 00830.

**Q. RIGHTS RESERVED:** SHA reserves the right to cancel this RFCP, to waive as informality any irregularities in the proposals, to reject any and all proposals, and to accept the highest scoring responsive proposal from a qualified and responsible Contractor.

## **ARTICLE 2. SCOPE OF WORK AND ANTICIPATED SCHEDULE**

### **A. SUMMARY OF WORK**

#### **Phase I:**

Preconstruction services will be delivered through a Contract for Phase I Preconstruction Services. Contractor shall support the Owner's efforts to establish and maintain the Maximum Allowable Contract Cost (MACC). The Contractor shall provide value added Preconstruction Services from 14378 Building Permit Set and through 100% CD development, including logistical planning, construction scheduling, subcontractor bidding and final MACC negotiations. SHA is seeking a proposed team having deep experience in affordable housing construction, comprehensive plan review, constructability review, contractor/design team collaboration across disciplines, estimating expertise, and bid scoping and bid vetting. SHA strongly encourages continuity with key staffing from Phase I through Phase II.

SHA's preconstruction expectations are to work as a team with our contractor and design consultants to develop a bid document set that is detailed, QA/QC checked and well-

coordinated to minimize conflicts and scope gaps, setting up the bid and construction processes for success.

A key component of preconstruction is development of an accurate estimate. The budgeted direct costs for construction will be determined through estimating exercises during preconstruction as design evolves. The expectation is for the awarded Contractor to establish a baseline estimate at 14378 Building Permit Set or the most advanced CD set available after the contract is executed, updating the estimate no less than 2 times through the 100% CD construction set prior to official bidding. This direct cost includes all amounts required to complete all Work as described in the Contract Documents, excluding the Preconstruction Services, Contractor's Fixed Fee, Fixed Amount for Specified General Conditions, Negotiated General Conditions work, and applicable estimated Washington State Sales Tax.

**Preconstruction Services Plan:** Within five (5) days of notification of its selection, the Contractor shall submit to SHA a Preconstruction Services Plan (Plan) for the work of the Preconstruction Services contract. The Preconstruction Services Plan shall include a schedule of the activities included in the scope of work for preconstruction services and the anticipated number of hours per staff member needed to complete each activity, including a rate sheet by position for staff working on the preconstruction activities. The total cost to complete all activities in the Preconstruction Services Contract shall not exceed the amount in the Contractor's Proposed amount for Preconstruction Services. Following SHA approval of the Preconstruction Services Plan, SHA and the Contractor will execute a Preconstruction Services Contract substantially in Section 00500.

**Note:** The contracts are attached at Section 00500 of this solicitation, subject to updates for project scope and dollar amounts.

## **Phase II:**

Phase II of the contract for construction will be initiated upon successful negotiation of the MACC. Construction is anticipated to start Q3 of 2025, subject to meeting the listed contracting milestones noted in the following section: B. Contracts. Duration of construction is currently estimated at 20 months.

The General Contractor shall perform, subcontract, and coordinate all work required for the completion of the Project as detailed in the final 100% Construction Documents and all associated permits. The Contractor will also be required to provide performance, labor and materials bonds, and insurance as described in Attachment C to the MACC Construction Contract, 00700 General Conditions and Attachment C.1 00800 Supplementary Conditions.

## **B. CONTRACTS**

It is SHA's intention to award the work to a single Contractor as a result of this solicitation and initially, to execute a Contract for Phase I Preconstruction Services. The Phase II Construction Contract will be executed as a change order to the Contract if and when

negotiations are successful for the Maximum Allowable Construction Costs (MACC), regulatory approvals are obtained, and finance closing is completed.

**MACC Negotiations:** MACC negotiations will take place prior to the execution of the Phase II Construction. The Preconstruction Services Contractor shall submit a Draft MACC based on the bid phase 100% Construction Documents and an updated construction schedule within four (4) weeks from the receipt of 100% Construction Documents. MACC negotiations are expected to be completed within 21 days of the receipt of the contractor's Draft MACC to arrive at a final MACC.

If SHA and the Preconstruction Services Contractor fail to negotiate a final MACC, the negotiation process will be terminated. SHA may begin negotiations with the next highest-ranked Proposer, and neither the Preconstruction Services Contractor nor SHA shall have any further obligations to one another, except with respect to any unsatisfied obligations arising out of the Preconstruction Services Contract, and SHA's payments to the contractor for services actually performed and delivered to SHA pursuant to the Preconstruction Services Contract shall represent full and final payment to the Contractor for all work associated with this RFCP and the Project.

Following successful completion of the MACC negotiations, SHA and the Contractor will execute a Construction Contract substantially in the form of Section 00500, Construction Contract.

**Note:** The contracts are attached at Section 00500 of this solicitation, subject to updates for project scope and dollar amounts.

### C. STATUS OF CONSTRUCTION DOCUMENTS

Most recent set of Construction Documents is 14378 Permit Set Plans and Specifications.

### D. SCHEDULE FOR THE WORK

The table below identifies the **anticipated** time frame for this Project.

RFCP Available	<i>May 07, 2025</i>
1st Pre Submission Conference and Site visit	<i>9:00 AM, on May 13, 2025</i>
2nd Pre Submission Conference and Site Visit	<i>1:00 PM, on May 14, 2025</i>
Last Day for Technical Questions	<i>5:00 PM., on May 21, 2025</i>
Issue Final Addendum	<i>May 27, 2025</i>
RFCP Proposals Due	<i>3:00 PM, on June 03, 2025</i>
Proposal Interviews if needed	<i>Week of June 22, 2025</i>
SHA's Notice of Selection and Intent to Award Contract	<i>July 17, 2025</i>
Execute Contract and Issue Notice to Proceed ("NTP") Phase I Preconstruction Services	<i>August 01, 2025</i>
Change Order and Phase II Construction Contract signed	TBD but estimated at Q3 of 2025
Substantial Completion Date	<i>20 months from NTP</i>

## **ARTICLE 3. WAGES, CERTIFIED PAYROLL AND CONTRACT PAYMENTS**

### **A. PREVAILING WAGES**

The Contractor and all subcontractors will be required to comply with all applicable prevailing wage requirements.

1. This is a federally funded project, subject to HUD Wage Determination. Included in this solicitation are Davis Bacon Residential wage rates, for general reference.
  - **PLEASE NOTE:** HUD will make the final and binding Wage Determination which will be included as part of the MACC Construction Contract.
2. The Contractor and all subcontractors shall pay the higher prevailing wage rate for the classifications used on the Project. The higher standard shall also apply to rules relating to Overtime worked on the Project. Although wage and fringe benefit rates are included in the Contract Documents, the Owner acknowledges that labor may not be available at those rates. The Contractor shall calculate any amount above the minimums that have to be paid.
3. Statement of Intent to Pay Prevailing wages: Before payment is made to the Contractor for any work performed by the Contractor and subcontractors whose work



is included in the application for payment, the Contractor shall submit, or shall have previously submitted to SHA, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.

4. Affidavit of Wages Paid: Prior to the Owner's acceptance of the work under the Contract, the Contractor shall submit to SHA an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.

## **B. ELECTRONIC CERTIFIED PAYROLL SUBMISSION AND SECTION 3 AND RELATED REPORTING**

SHA has implemented a Web-based Labor Compliance Software Reporting System to enable online submission of certified payrolls as well as Section 3 and related reporting. The Contractor and all subcontractors will be required to utilize this web-based software reporting system to enter payroll information and to submit payrolls on-line. The Contractor is responsible for compliance of all subcontractors regardless of tier.

SHA staff provides training to contractors and is available for questions during the project.

There is no fee to a contractor to use Labor Compliance Management System. The contractor can manually enter its payroll data. In addition to the preconstruction conference, the administrative staff of the Contractor and all subcontractors (regardless of tier) who will be entering into Labor Compliance Management System certified payroll and other related information, including but not limited to Section 3 and related information, shall be required to attend an on-line training session.

## **C. CONTRACT PAYMENTS**

Method of contract payment will be through SHA's Bank of America e-payables program. Payments will be made to the Contractor electronically through a Visa credit card. Benefits for using this method include reduced labor costs associated with the processing of checks and enhancing cash flow by eliminating float time associated with the mailing of checks.

Please note, as the program utilizes the Visa/Mastercard credit card processing system, transactions going through this program has the same fees associated with it as any other credit card payment. The Contractor shall be responsible for those fees. To learn more about the program, please click here or copy and paste the following URL into your browser: [www.bankofamerica.com/epayablesvendors](http://www.bankofamerica.com/epayablesvendors). For new vendors, SHA will automatically send an enrollment form upon contract award.

## **ARTICLE 4. PREPARING THE PROPOSAL**

### **GENERAL**

Proposals must be submitted in a written format. Proposals shall address each item requested and in the same order as those items are requested in this RFCP. This presentation is intended to facilitate the review of the proposals by the Evaluators. The completed Proposal will include all requested documents and declarations requested in this Article 4. Proposals will be evaluated by SHA, and scores will be assigned for each Part as described in Article 6 and Article 7.

The Proposal is divided into four (4) Parts. Proposals shall respond to each part with the following information communicated in a clear, comprehensive, and concise manner highlighting the Proposers' qualifications and experience regarding similar construction types, affordable housing construction.

### **Part 1 Firms Preconstruction Qualifications and Experience (Evaluation Criteria 1)**

Describe the General Contractor experienced in partnering with owners and design teams to better deliver cost-conscious sustainable affordable housing. Experience in MACC/GCCM contracting and qualifications applicable to affordable housing preconstruction work with focus on the following:

1. Evidence of prior success providing value added preconstruction and contracting services, innovative construction practices, and proficiency with advanced cost-estimating capabilities.
2. Evidence of proven experience with assisting owners and the design teams to further sustainable housing design toward construction of residential affordable housing projects.
3. Proposers' capacity to perform the work.
4. Provide resumes of key individuals who will be involved in Phase I.

### **Part 2 Firms General Contracting Qualifications and Experience (Evaluation Criteria 2)**

Provide evidence of three (3) or more successfully completed affordable housing projects with a minimum construction cost of \$30 million, preferably located in the Pacific Northwest. Describe your approach to mitigate risk, excellent Quality Control, Cost and Schedule Control and experience delivering a high-quality housing product while controlling cost and managing schedule.

1. Provide evidence of cost control based on initial project cost versus final project costs. Provide any significant scope changes that influenced cost.
2. Describe approach to executing the project, including ability to meet the project time and budget requirements.

3. Provide evidence of schedule management through comparison of original schedule to actual substantial completion dates and changes and strategies that influenced schedule changes both pushing or pulling back the schedule.
4. Describe all work General Contractor will self-perform. Provide examples and outcomes of self-performed work. Key metrics include quality, cost savings and schedule improvements.
5. Given current environment what strategies have you used to manage supply chain and escalation concerns?
6. Include your firm's accident prevention program.
7. Provide resumes of key individuals who will be assigned to Phase II.

**Part 3 Cost of Services and Allowable MACC Markups. (Evaluation Criteria 3)**  
**See SECTION 00320 - Part 3 and complete the Owner-provided Cost Proposal Form referencing all applicable information in this RFCP.**

**Preconstruction Services:**

The Proposer shall bid a fixed lump-sum amount to perform all preconstruction services per Article 2. Scope of Work and Anticipated Schedule and the requirements of the Preconstruction Services Contract.

**Per the HUD Cost Control and Safe Harbor Standards for Rental Mixed-Finance Developments, the following markup limits apply.**

**Contractor's Fee (Not to exceed 6%)**

Proposers shall estimate Contractor's fee, as a percentage of the MACC. The Contractor will use the documents provided in the RFCP for this calculation.

**Contractor's Overhead (Not to exceed 2% of MACC)**

Proposers shall estimate Contractor's overhead, as a percentage of the MACC. The Contractor will use the documents provided in the RFCP for this calculation.

**Specified General Conditions (Not to exceed 6%)**

The Specified General Conditions do not include staffing for preconstruction services. The Fixed Amount for Specified General Conditions shall include the required cost to successfully carry out all construction management and general contracting responsibilities needed during construction. If the Owner substantially increases or decreases the construction budget before the completion of the MACC negotiations, the Contractor and Owner may negotiate an equitable adjustment to the Fixed Amount for Specified General Conditions based on full documentation of the reason for the adjustment. Specified General Conditions

shall not increase on any change order during construction unless the contract increases by 10% or more.

**Negotiated General Conditions (not calculated as part of HUD Safe Harbor limits)**

Any other general conditions required to execute the Work outside of the Specified General Conditions, shall be identified and budgeted for by the General Contractor as Negotiated General Conditions outside of the direct costs and Division 01 specifications. These conditions shall not include any General Contractor overhead, markup or fee.

**MACC General Conditions (not calculated as part of HUD Safe Harbor limits)**

Any support outside of Specified General Conditions and Negotiated General Conditions shall be considered part of the work and included in the MACC estimate as MACC General Conditions.

**Part 4 Section 3 and Related (Evaluation Criteria 4)**

Through completion and submission of the Community Participation Plan (CPP), Proposers shall describe their understanding and commitment to maximizing community benefit. Proposers should address their understanding of the Community Participation Plan in the areas of HUD Section 3 employment outreach and participation, women and minority employment outreach including small businesses and business entities certified with the department of veteran's affairs, to the extent permitted by law, as well as apprenticeship utilization. There is no Owner-provided form for Part 4. Proposers will provide their own format but must respond to all items (Part 4) in the same order as presented in this RFCP.

**ARTICLE 5. SUBMISSION REQUIREMENTS**

**A. GENERAL**

Before submitting a Proposal, each Proposer shall examine the RFCP documents thoroughly; be familiar with Federal, State and local laws, ordinances, rules, and regulations that may, in any manner, affect cost, progress, or performance of the Project; confirm that the Proposer's observations are in fact consistent with the RFCP documents; examine the Project Site (see Pre Submission Conference/Site Visit section under Article 1 above) to be familiar with local conditions that may in any manner affect cost, progress, or performance of the Work. By submitting a proposal in response to this RFCP, Proposers agree to enter into the Contract with SHA in the event they are selected for Award.

**B. ADDENDA**

All addenda for this RFCP will be distributed through Builders Exchange Website at <http://www.bxwa.com>. The number of addendum issued for this RFCP will be published on the SHA website. Proposers are responsible for obtaining the addenda prior to

submission of proposals and to confirm the number of addenda on the Cost Proposal Form.

**C. [RESERVED.]**

**D. SUBMITTAL FORMATTING INSTRUCTIONS**

Proposers responding to this RFCP shall submit the following number of Originals and Copies:

**One (1) original PDF.**

Type size for text shall be no smaller than 11 point font. Data submitted shall be bookmarked to separate major sections, i.e., Part 1, Part 2, and Part 3. Response material submitted for consideration must be incorporated in each response copy.

SHA reserves the right to waive as informality any irregularities in submittals and/or to reject any or all Proposals. SHA requests that companies refrain from requesting public disclosure of selection information until a contract has been executed as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. With this preference stated, SHA shall continue to properly fulfill all public disclosure requests for such information as required by State Law.

**ARTICLE 6. PROPOSAL EVALUATION AND CRITERIA**

**A. MANDATORY RESPONSIBILITY EVALUATION CRITERIA**

In order to be considered responsible and the Proposal to be considered, the Proposer must meet the following responsibility criteria. The Proposer may be required by SHA to submit documentation demonstrating compliance with the criteria.

As provided in RCW 39.04, a proposer must meet the following responsibility criteria:

1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
  - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - Have a Washington Employment Security Department number, as required in Title 50 RCW;
  - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - Electrical Contractor License, if required by Chapter 19.28 RCW;

- Elevator Contractor License, if required by Chapter 70.87 RCW;
  - Plumbing Contractor License, if required by Chapter 18.106 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3);
  5. Have completed training requirements under RCW 39.04.350 before bidding on public works projects as determined by the Washington State Department of Industries OR are exempt from the training requirements under RCW 39.04.350;
  6. Has not been debarred, suspended, or otherwise ineligible to contract with SHA and is not included on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) [SAM.gov | Search](https://sam.gov) or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals;
  7. Within the three-year period immediately preceding the date of the proposal submittal, has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

The responsibility requirements outlined under this Article 6 are in addition to any other responsibility requirements specified elsewhere in the RFCP Documents. SHA will verify Proposer's compliance with the mandatory responsibility criteria above prior to proceeding with the evaluation of the Proposer's Submittal.

## **B. PROTEST AND APPEAL PROCEDURES**

1. If SHA finds a bidder to be not responsible, SHA will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described below. If the final determination affirms the finding that the bidder is not responsible, Owner will not execute a contract with any other bidder until two (2) business days after the final determination is sent by SHA to the bidder determined to be not responsible.
2. All protests shall be resolved in accordance with SHA's protest procedures, copies of which are available on its official website [www.seattlehousing.org](http://www.seattlehousing.org), on the "Do business with us" page, under "Procurement Forms and Policies".
3. In accordance with Seattle Housing Authority's Procurement Procedures and in accordance with RCW 39.04.350:
  - a) Any protest against the award of a contract based on an RFCP or appeal of a decision by SHA to reject a proposal, must be received by the Procurement and Contracts Manager no later than two (2) full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Any appeal of a decision by SHA to reject a bid submitted in response to an RFCP must be received by the Procurement and Contracts Manager within two

(2) business days after being notified in writing of SHA's decision, or the appeal will not be considered.

- b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Diana Peterson, Procurement and Contracts Manager  
Purchasing Division, Seattle Housing Authority  
101 Elliott Avenue W, Suite 100  
PO Box 79015  
Seattle WA 98119

- c) "Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The General Contractor shall include the responsibility language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. These requirements apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the General Contractor shall verify that each of its first tier Subcontractors meet the responsibility criteria as specified in RCW 39.04.350 which includes, possessing an electrical contractor license, if required by Chapter 19.28 RCW (when applicable), possessing an elevator contractor license, if required by Chapter 70.87 RCW (when applicable), possessing a plumbing contractor license, if required by Chapter 18.106 RCW (when applicable).
3. Approval of Sub-Contractors: Owner retains the right of final approval of any subcontractor of the selected General Contractor who must inform all sub-contractors of this provision.

### **D. PROPOSAL EVALUATION**

The Proposers' submittals will be evaluated based on the criteria listed in this section. In preparing the submittals, it is important Proposers clearly demonstrate their expertise in the areas requested in this document. Because several areas of expertise are required for successfully performing the Work, the Proposer, through either in-house staff or sub-contractors, must demonstrate such expertise and have available adequate quantities of experienced personnel and resources to perform the Work.

Proposers are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this RFCP will be based only on the information provided in the submittal package, any follow up interviews, and reference responses. SHA reserves the right to request additional information or documentation from the Proposer regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. Proposers are discouraged from providing additional materials in its proposal beyond those specifically requested.

The Proposal Evaluation Table below includes a point system of relative importance to evaluate the costs and qualifications of each Proposer. The Proposer(s) receiving the highest number of points on its/ their Proposal(s) may be asked to participate in a follow-up interview.

By submitting its Proposal in response to this RFCP, the Proposer accepts the procurement method used and acknowledges and accepts that the evaluation process will require subjective judgments by the evaluation panel.

<b>Part</b>	<b>Proposal Evaluation Table</b>	<b>Weighting (Max. Points)</b>
1	Firms Preconstruction Qualifications and Experience	20
2	Firms General Contracting Qualifications and Experience	40
3	Cost of services and Allowable MACC Markups (Cost Proposal Form) Proposed Markups Expressed as Total Percentage of Projects Direct Cost	20
4	Section 3 and Related	20
	<b>TOTAL MAXIMUM POINTS PER PROPOSAL PER EVALUATOR</b>	<b>100</b>

## **ARTICLE 7. SELECTION PROCESS**

SHA Purchasing's Division will perform the calculation for Part 3 independent of Parts 1, 2, and 4. An evaluation panel will evaluate Parts 1, 2, and 4. Once the Panel completes its evaluation of Parts 1, 2, and 4, the score for Part 3 will be added to each Proposer's scores for Parts 1, 2, and 4.

### **A. PART 1: FIRMS PRECONSTRUCTION QUALIFICATIONS AND EXPERIENCE**

Scoring will be determined by the Evaluation Panel based on the amount and level of Preconstruction experience and expertise outlined in Article 4 and demonstrated in the responses provided and verifiable by the Evaluation Panel. The Project Team plays a critical role in the success of the project, strong consideration is given to the experience of the individuals and to the experience of the team as a whole. A maximum of 20 points can be awarded by each evaluator for Part 1.



## **B. PART 2: FIRMS GENERAL CONTRACTING QUALIFICATIONS AND EXPERIENCE**

Scoring will be determined by the Evaluation Panel based on the amount and level of General Contracting experience and expertise outlined in Article 4 and demonstrated in the responses provided and verifiable by the Evaluation Panel. The Project Team plays a critical role in the success of the project, strong consideration is given to the experience of the individuals and to the experience of the team as a whole. A maximum of 40 points can be awarded by each evaluator for Part 2.

## **C. PART 3: COST OF SERVICES AND ALLOWABLE MACC MARKUPS**

Scoring will be performed by SHA's Purchasing Division. Up to 20 points will be assigned for each Proposer per evaluator by using the Ratio of Costs Method as follows:

The proposer with the lowest adjusted total cost receives the maximum number of points assigned to the price criterion. All other proposers receive a smaller number of points based on the ratio of their price to the lowest price proposal. This is calculated by using the following formulas:

Adjusted Total Cost Formulas:

$$\begin{aligned} &(\text{Total of Percentages} \times \text{Estimated MACC}) = \text{Estimated Ph2 Construction Fees} \\ &(\text{Estimated Ph2 Construction Fees} + \text{Preconstruction Services Lump Sum}) = \\ &\mathbf{\text{Adjusted Total Cost}} \end{aligned}$$

Points Assigned Formula:

$$(\text{Lowest Adjusted Total Cost} / \text{Proposed Adjusted Total Cost}) \times \text{Available Points} = \mathbf{\text{Points Assigned}}$$

This score will be multiplied by the number of people serving on the Evaluation Panel.

## **D. PART 4: SECTION 3 AND RELATED**

Scoring will be determined by the Evaluation Panel based on a review of Proposers' past experience, planned approach for maximizing community benefit, and commitments for each social equity area. A maximum of 20 points can be awarded to each Proposer by each evaluator for this Part.

## **E. INITIAL EVALUATION SCORES**

Based upon the initial evaluation scores the Evaluation Panel may:

1. Make a recommendation to the Executive Director of SHA and request authority to enter into a Contract with one of the Proposers; or

2. Request additional information from the Proposer whose responses appear to have the greatest likelihood of success; and/or
3. Invite one or more Proposers whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal.

## **F. INTERVIEW**

In the event that the Evaluation Panel elects to schedule a follow up interview, those Proposers invited for interviews will be given further instructions. During the interview, the Evaluation Panel may pose questions to the Proposers on any aspects of the proposal except bid amount in order to maximize its understanding of the Proposer's responses to the RFCP and to solicit responses to those issues that are critical to this Project's success.

SHA will notify those Proposers who will be asked to attend the interview and Proposers will be provided the final interview format, including time limits, and may include a list of potential questions in advance of the interview. SHA may also request key personnel to be present.

## **ARTICLE 8. REFERENCE CHECKS**

SHA reserves the right to conduct reference checks, at any point in the evaluation process.

In the event that information obtained from the reference checks reveals concerns about a Proposer's past performance and its ability to successfully perform the contract to be executed based on this RFCP, SHA may, at its sole discretion, determine that the Proposer is not a responsible Proposer. In conducting reference checks, the Owner may include SHA as a reference if the Proposer has performed work for SHA, even if the Proposer did not identify SHA as a reference.

## **ARTICLE 9. DETERMINATION**

At the conclusion of the interviews (if applicable), the Evaluation Panel may convene in private session to evaluate the results of the interview process. The firm with the highest point total will be considered the most qualified. In the event of a tie in total points, the Proposer with the lowest Total Cost of Proposal will be selected from among the tied Proposers.

Any protest of the selection process shall be resolved in accordance with SHA's Procurement Procedures, which may be reviewed on its official website [www.seattlehousing.org](http://www.seattlehousing.org), on the "Do business with us" page, under "Procurement Forms and Policies".

#### **ARTICLE 10. COMMUNITY PARTICIPATION PLAN**

The Owner strongly encourages small businesses, minority businesses (MBEs), women's business enterprises (WBEs, and together with MBEs, WMBEs), veteran-owned businesses, labor surplus area firms, and HUD Section 3 businesses to submit proposals, to participate as partners, or to participate in other business activities in response to this RFCP.

#### **A. COUNTING WMBE OR SECTION 3 BUSINESS PARTICIPATION**

Proposers are advised that a firm is allowed to be counted as both a Section 3 certified firm and a WMBE firm. For example, if a contractor is both a Section 3 certified business and a WMBE; its subcontract amount may be counted toward fulfilling both the Section 3 business goal and the WMBE business goal.

**NOTE:** If a Section 3 certified business or WMBE subcontracts to a non-Section 3 or non-WMBE, the amount of the sub-tier subcontract will be deducted for purposes of calculating Section 3 or WMBE participation.

#### **B. CONTRACT AWARD**

The Community Participation Plan of the successful Proposer shall become a part of the Construction Contract for Phase II at the time of Contract award.

During the Preconstruction Contract and prior to Buyout, the selected Contractor will further develop and submit for Owner approval an updated Community Participation Plan with more specific commitment forecasts for each element of the Plan. This updated Plan will also include how the Contractor will address each element of the Community Participation Plan requirements in its subcontracting bid packages.

Prior to the execution of the Construction Contract, the selected Contractor will be required to update its Community Participation Plan and submit it to the Owner for review and approval. This updated Plan will include well defined hiring commitments, which shall include but not be limited to, the following:

- Projected number of Section 3 hours the Contractor commits to hiring throughout the term of the Contract either through its own employees or its subcontractors' employees;
- Aspirational women and minority employment goals the Contractor commits to either through its own employees or its subcontractors' employees;
- Section 3 business contracting goals;
- Apprenticeship participation goal the Contractor commits to either through its own employees or its subcontractor's employees.
- Any other changes to the commitments described in the Contractor's original Plan. If no other changes are made, the Contractor's original commitments will be incorporated into the Construction Contract.

### **C. CONTRACT ADMINISTRATION**

During the term of the Contract, the successful Proposer will report on its progress fulfilling its commitments regarding the Section 3 and Related requirements of the Contract, including but not limited to reporting on participation levels in the following areas:

- Section 3 project work hours
- Apprentices hours
- Women and Minority Business
- Section 3 Business

In addition to the successful Proposer, these reporting requirements shall extend to all subcontractors regardless of tier. The successful Proposer will be responsible for compliance of its subcontractors regardless of tier.

### **D. SECTION 3 ADVISORY SUBCOMMITTEE**

The selected Contractor will attend the SHA's monthly or quarterly Section 3 Advisory Committee meetings. Unless otherwise specified, these meetings are held at 4:30 PM, on *the second Tuesday of every quarter*, on *Microsoft Teams*. Section 3 Advisory Committee meetings provide an opportunity to discuss apprenticeship utilization goals, Section 3 business goals, and Women and Minority Business Goals as well as the Contractor's and Subcontractors' good faith efforts to comply with the Contract goals in general.

## **ARTICLE 11. OTHER ADMINISTRATIVE AND CONTRACT REQUIREMENTS**

**A. Payment Requirements** -- Proposers should be aware that SHA will only make payments on the contract issued under this RFCP after the work being billed has been completed, and an accurate pay application has been received and approved by SHA. No advance payments will be made. The General Contractor must have the capacity to meet all project expenses in advance of payments by SHA.

**B. Approval of Sub-Contractors** -- SHA retains the right of final approval of any sub-contractor of the selected Proposer. Proposer is required to inform all sub-contractors of this provision.

**C. 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 and/or AutoCAD products in an IBM-compatible format. All such documents and products

created by the Contractor and their sub-contractors shall become the exclusive property of SHA.

**D. Funding Availability** -- By responding to this RFCP, the Proposer acknowledges that for any contract(s) signed as a result of this RFCP, the authority to proceed with the work is contingent upon the availability of funding. SHA has created a limited partnership, which will later admit financial partners in order to fully fund the project.

**E. Assignment of Contract to a Limited Partnership(s)** -- The Contract resulting from this solicitation will be entered into with a private-for-profit limited partnership or similarly structured corporate body in conjunction with the funding plan for the Project; the Contract may be assigned to a subsequent entity in the future. In submitting a Proposal, the Proposer consents to such assignment and agrees to abide by any terms or conditions between the Owner and the party to whom the contract or portion thereof may be assigned.

**F. Performance and Payment Bonds** -- The Contractor shall provide SHA a Performance and Payment bond within seven (7) days from successful completion of MAAC negotiations or within 7 calendar days of SHA's request but prior to execution of the Construction Contract. The P/P Bond shall be in accordance with Clause 10 of the Instruction to Bidders (HUD-5369) which is included in Cost Proposal Form and Required Documents and Part 2 of the General Conditions. Failure to furnish a Performance and Payment bond within the time specified may render the Proposer ineligible for the Contract. The SHA may then either award the contract to the next ranked responsible Proposer or issue a new solicitation. As part of the mixed-finance closing, the Contractor will be required to add SHA's financial partners as multiple obligees to the Bonds.

**G. Insurance Requirements** -- Prior to execution of the Preconstruction Contract, the successful Proposer shall provide proof of required insurance to SHA, in accordance with Exhibit 4 of the Pre-Construction Services Contract. The Proposer shall provide evidence of Insurance within seven (7) calendar days from the date of the notice of selection or within an extended period granted by the SHA based upon reasons determined adequate by SHA. Failure to furnish a Certificate of Insurance within the time specified may render the Proposer ineligible for award. The SHA may then either award the contract to the next ranked responsible Proposer or issue a new solicitation. As part of the mixed-finance closing, the Contractor will be required to add SHA's financial partners as additional insured and provide certificates and endorsements.

**H. Compliance** -- The Proposer shall comply with all applicable non-discrimination and affirmative action laws and regulations.

**I. Legal Jurisdiction** -- Contracts awarded pursuant to this RFCP will include the following terms:

1. Contract shall be governed in all respects by the laws of the State of Washington; and
2. Venue for any action filed under this Contract shall be limited to King County Superior Court at Seattle, Washington or the Western District of Washington at Seattle.

**END OF SECTION 00300**