



190 Queen Anne Ave N
PO Box 19028
Seattle, WA 98109-1028

REQUEST FOR BIDS (by Email)

Date: 2/17/2021		To: Potential Bidders for SHA Solicitation #5459 Rainier Vista NE LP Landscape Maintenance Services.	
The work described below is subject to the conditions described on Attachment A, version 1 <input type="checkbox"/> version 2 <input checked="" type="checkbox"/>			
SHA Reference No.: 5459	(Federal Prevailing Wages) <u>Federal Wage Decision No.:</u>	OR	(State Prevailing Wages) <u>Date of State Prevailing Wage Schedule:</u> 3/17/2021
Number of Calendar Days to Complete Work: 365 with option to renew additional 365	For Questions Contact: Alan Hoffer	Phone No.: (206) 615-3381	
		E-mail: purchasing@seattlehousing.org	
Project Description / Scope of Work: <input checked="" type="checkbox"/> See Scope of Work attached. <input type="checkbox"/> See Scope of Work below.			
PRE-BID SITE VISIT: A site visit is scheduled on Wednesday 2/24, 10:00 am. 4570 Martin Luther King Jr. Way S., Seattle, WA 98108. Contact MaiLan Riggle at MaiLan.Riggle@seattlehousing.org			
DEADLINE FOR QUESTIONS is Wednesday 3/3/2021 no later than 2:00 PM . Email your questions to: Al.Hoffer@seattlehousing.org			
BID DUE DATE AND TIME: Wednesday 3/17/2021 by 2:00 PM. The bidder is responsible for ensuring that its Bid is received prior to the deadline. Bids received after the deadline will not be considered. EMAIL YOUR BID TO: purchasing@seattlehousing.org or deliver to the address above.			
BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S): _____			
BIDDER MUST COMPLETE THE INFORMATION BELOW. In addition, if bidder has never done business with SHA, it must submit a vendor fact sheet with its bid form. Bidder must also submit the required Section 3 forms with its bid form. <input checked="" type="checkbox"/> If checked, Bidder must complete the attached Detailed Bid Price Form and provide the total bid price below.			
Basic Bid Price (without Sales Tax)	Sales Tax on Materials and Labor (see Attachment A)	Total Bid Price (with Sales Tax)	
Bidder's Business Name:	Telephone No.:	E-Mail Address:	
Address:		City, State, Zip Code:	
Business Classification: <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/> MWBE <input type="checkbox"/> Section 3		Contractor Registration No.:	
Signature:	Date:	Printed Name and Title of Person Signing Bid:	
By signing above, the Bidder acknowledges receipt of Attachment A and any addenda issued for this project, and proposes to furnish all material and labor and to perform all work described herein for the Bid Price noted above. The Bidder also certifies the following: to have personally and carefully evaluated the Project Description / Scope of Work and Attachment A, and to have a clear understanding of the same, including the requirement to pay prevailing wages.			

Rainier Vista NE LP Landscape Maintenance Services
 SHA Solicitation No. #5459

Service Items	Monthly Maintenance Fee	Extended price (Monthly Maintenance Fee times 12)
Service Item One	<input type="text"/>	<input type="text"/>
<p>The Right of Way areas, sometimes called a parking strip or ROW, consists of that area between the curb closest to the street and the inside edge of the sidewalk. Maintenance of the ROW areas adjacent to the rental unit blocks should be anticipated and included in the proposal, including sweeping or blowing clean the sidewalks</p>		
Service Item Two	<input type="text"/>	<input type="text"/>
<p>The Landscape Areas consists of that area in front of or side of the rental units; and other areas within the parcel of the rental units. It does not include the area in the back of the rental units. It also includes public pathways that are adjacent to the rental unit blocks. The public pathways are located between blocks 44 and 45, blocks 41 and 42, and from the park to Martin Luther King Jr. Way So., on block 43.</p>		
Service Item Three	<input type="text"/>	<input type="text"/>
Management of Irrigation system		
Service Item Four	<input type="text"/>	<input type="text"/>
Tree Maintenance		
Service Item Five	<input type="text"/>	<input type="text"/>
Trash removal and general clean up.		

As specified in Frequency Schedule and described in Scope of Work, the following

services are available for bid or time and materials upon the approval of Management.
Please provide hourly rates for the following:

		Hourly rates
a.	Replenishment or replacement of bark or other mulch.	
b.	Annual and perennial bedding material installed seasonally.	
c.	Annual and perennial flower maintenance.	
d.	Landscape repair and renovation projects per specification.	

Rainier Vista North East LLLP
4570 Martin Luther King Jr Way S., Seattle 98108
Landscape Maintenance Scope of Work
Solicitation #5459

General Requirements:

- a. Provide all labor, material, supplies and equipment necessary to maintain the Right of Way areas located in front of rental units at the stated property above, as noted on the attached diagram and as described in these specification.
- b. All work shall be done in accordance with industry standards and regionally accepted landscaping practices.
- c. At the beginning of the Contract, the Contractor shall submit a proposed schedule and manpower projection as required to accomplish the work indicated.
- d. All work shall be accomplished on a regularly scheduled basis during normal working hours (6:00 a.m. to 7:00 p.m., Monday through Friday, except holidays).
- e. Contractor shall provide the name of their contact person who can be reached by phone during the hours of 7:30 a.m. through 5:00 p.m., Monday through Friday. This person shall have the authority to give supervisory instruction to the crew assigned to this Contract.
- f. Contractor shall also provide a contract phone number for 24-hour, 7-day emergency service, with a maximum response time of 12 hours.
- g. Contractor performance will be reviewed periodically for compliance with the terms of the Contract.
- h. Material Safety Data Sheets (MSDS). The contract shall supply the Senior Property Manager with copies of all Materials Safety Data Sheets (MSDS) for all fertilizers, chemicals, fungicides, herbicides, pesticides and insecticides used for landscape maintenance.

Right of Ways

The Right of Way areas, sometimes called a parking strip or ROW, consists of that area between the curb closest to the street and the inside edge of the sidewalk. Maintenance of the ROW areas adjacent to the rental unit blocks should be anticipated and included in the proposal, including sweeping or blowing clean the sidewalks.

Landscape Areas

The Landscape Areas consists of that area in front of or side of the rental units; and other areas within the parcel of the rental units. It does not include the area in the back of the rental units. It also includes public pathways that are adjacent to the rental unit blocks. The public pathways are located between blocks 44 and 45, blocks 41 and 42, and from the park to Martin Luther King Jr. Way So., on block 43.

Maintenance of the ROW and Landscape Areas shall be maintained in a healthy growing condition to include the following:

- A. Fertilize: Shrubs shall be fertilized on an annual basis with a slow-release nitrogen fertilizer such that the fertilizer provides a balanced feeding throughout the year. Plant nutrition deficiencies shall be corrected as needed.

Rainier Vista North East LLLP
4570 Martin Luther King Jr Way S., Seattle 98108
Landscape Maintenance Scope of Work
Solicitation #5459

- B. **Weed Removal and Control:** A program of weeding will be performed to control weeds before they reach the flowering and seeding stages using chemical, mechanical and/or hand control methods as set forth in the schedules.
- C. **Noxious Weeds:** As identified by King County Noxious Weed Program, Class A, B and C noxious weeds will be eradicated and removed. See Noxious Weed Regulatory Guidelines. www.kingcounty.gov/weeds.
- D. **Shrub Maintenance:** Shrub areas will be maintained for walkway clearance, window egress clearance and a 12 inch building clearance by trimming or pruning as required to maintain the health of the plant, to remove old dead growth, to obtain the desired shape and to provide a neat appearance.
- E. **Plantings:** Plantings will be maintained to remove damaged or old dead growth. Dead plantings are to be cleared from landscaped areas. See section on Plant Replacement.
- F. **Leaf Removal:** Will occur during the fall of each year as per the schedule and will continue until the leaf drop ceases.

Management of the Irrigation System

To include periodic adjustment (at least twice yearly) of the heads and nozzles and replacement of sprinkler heads and servicing controllers. Other repairs to the irrigation system are outside the scope of this contract and may be bid on a time and materials basis. Damage to system caused by contractor will be repaired without charge to the property.

- A. **Winterizing irrigation system:** To be done annually prior to freezing weather (typically, late October to early November). The system will be drained and shut down for the winter.
- B. **Spring start up:** Start up the system for irrigation purposes during the dry season. System to be tested, sprinkler heads adjusted to provide for proper coverage of the irrigated areas. Sprinkler heads that require replacement will be identified and will be billed outside of the contract on a time and materials basis.

Tree Maintenance

Trees to be pruned are no higher than 12 feet. Pruning shall be done based on requirements specific to the plant. Trees larger than 12 feet high require the service of a trained and insured arborist and work done shall be with the approval of management. Newly planted trees shall not be pruned until established for 5 years. All trees will be fertilized per attached schedule. All trees will be staked or guyed until the trunk has reached sufficient caliber to support the head of the tree or that the tree root system has sufficiently established itself.

Trash Removal and General Clean-Up

- a. At each visit to the site by the contractor, all loose trash shall be picked up from the grounds, to include all miscellaneous trash such as paper debris, plastic debris, drink cups, bottles, cans, cigarette butts, etc.

Rainier Vista North East LLLP
4570 Martin Luther King Jr Way S., Seattle 98108
Landscape Maintenance Scope of Work
Solicitation #5459

- b. Hardscape areas and sidewalks shall be swept clean at each visit and at the completion of other work around these areas.
- c. All bulky materials from pruning and trimming of plants shall be removed from the premises by the Contractor and disposed of properly.

Plant Replacement

Contractor shall replace, at no cost, all shrubs, turf, trees, or plants that are damaged or killed due to Contractor's operations, negligence, or failure to act or use chemicals. If plant damage or death is caused by conditions beyond Contractor's control, replacement cost shall be at the property's expense, on a time and materials basis and upon approval of such work.

Insect and Disease Control

All plants will be inspected throughout the year for disease and insect infestation. When disease or detrimental insects are detected, the contractor shall notify the Management. Contractor may recommend a treatment and bid an estimate. Upon Management's written approval, contractor may perform treatment.

Weather Clause Conditions

Contractor retains the discretionary right to decide if weather conditions are so severe (i.e., major rain, wind, storm, snow, ice, etc.) that it is unfeasible to perform the work on a scheduled maintenance day.

Additional Services to be Provided as Needed

The following services are available for bid or time and materials upon the approval of Management:

- a. Replenishment or replacement of bark or other mulch.
- b. Annual and perennial bedding material installed seasonally.
- c. Annual and perennial flower maintenance.
- d. Landscape repair and renovation projects per specification.

Parking Lot Maintenance

Unless otherwise specified in Statement of Work, sweeping, vacuuming, or blowing of parking lots and drives is not included in the contract.

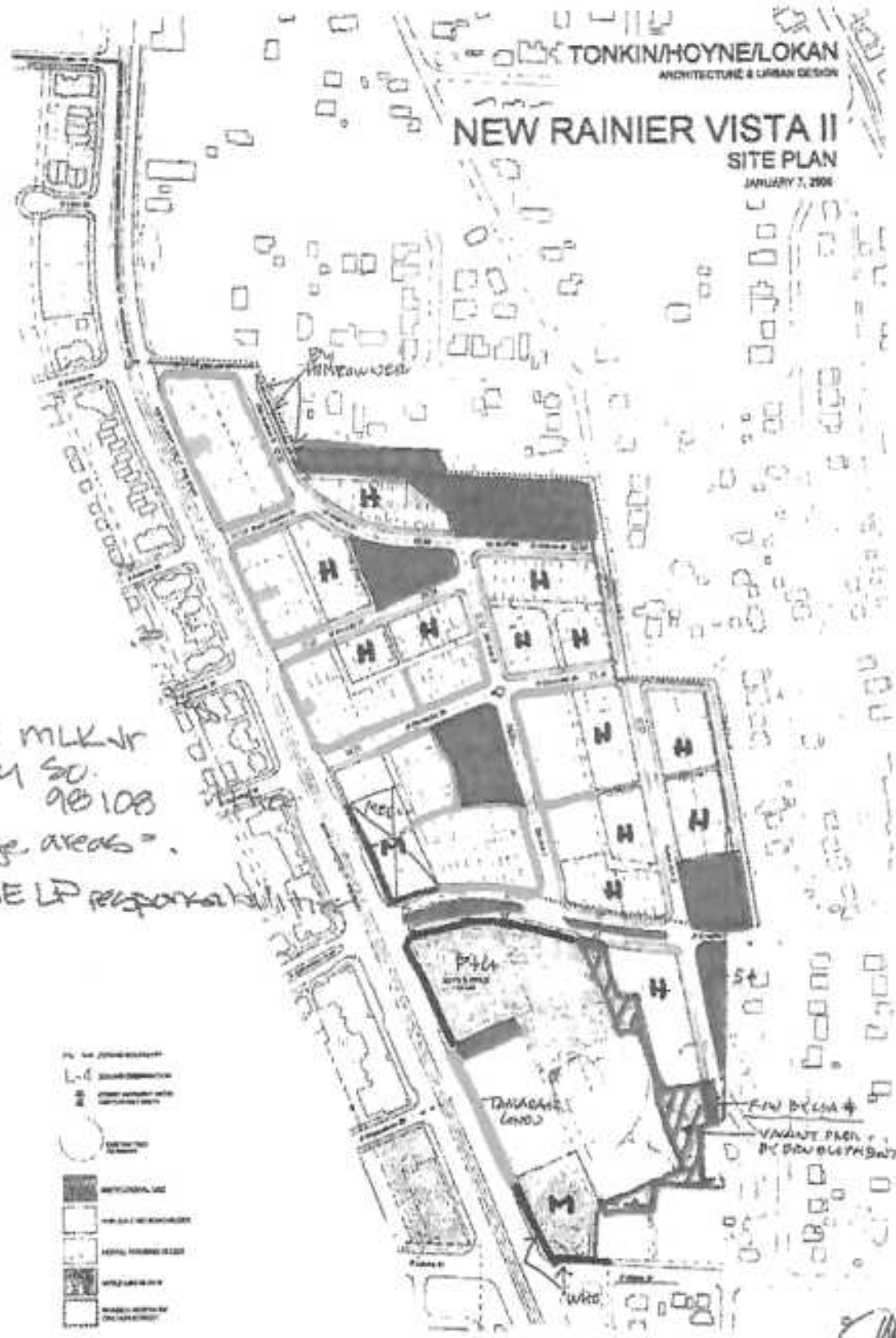
Rainier Vista North East, LLLP - Landscape Maintenance #5459

AREA	Sq Ft	Mulch Mowing	Edging	Fertilize turf	Fertilize trees /shrubs	Weed Removal & Control	Noxious weed removal	Blow Off Hardscape	Pruning Shrubs/Vines	Leaf Removal	Loose Trash Removal	String trim
ROW												
Jan								1 time		1 time	1 time	
Feb								1 time		1 time	1 time	
Mar		2 times						2 times		1 time	2 times	
Apr		weekly				2 times	1 time	3 times	1 time		3 times	
May		weekly				2 times	1 time	3 times	1 time		3 times	
Jun		weekly				4 times		2 times	1 time		weekly	
Jul		weekly				4 times		2 times	1 time		weekly	
Aug		weekly				4 times		2 times	1 time		weekly	
Sep		weekly				2 times	1 time	2 times	1 time		weekly	
Oct		2 times				2 times	1 time	3 times	1 time	2 times	2 times	
Nov								1 time		2 times	2 times	
Dec												
Landscape Areas												
Jan												
Feb			1 time		1 time			1 time		1 time	1 time	
Mar		2 times	1 time					2 times		1 time	2 times	
Apr		weekly	1 time	1 time	1 time	2 times	1 time	3 times			3 times	
May		weekly	1 time			2 times	1 time	3 times			3 times	
Jun		weekly	1 time			4 times		weekly	1 time		weekly	
Jul		weekly	1 time			4 times		weekly	1 time		weekly	
Aug		weekly	1 time			4 times		weekly	1 time		weekly	
Sep		weekly	1 time	1 time	1 time	2 times	1 time	weekly	1 time		weekly	
Oct		2 times	1 time			2 times	1 time	3 times	1 time	2 times	2 times	
Nov								1 time		2 times	2 times	
Dec											1 time	

TONKIN/HOYNE/LOKAN
ARCHITECTURE & URBAN DESIGN

NEW RAINIER VISTA II

SITE PLAN
JANUARY 7, 2006



4570 MLK Jr
Way So.
98108
Orange areas =
RVNE LP responsibility

- PL - PLANTING
- L-1 - LANDSCAPE
- L-2 - LANDSCAPE
- L-3 - LANDSCAPE
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Seattle Housing Authority

Section 3 Business Certification

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, 12 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 low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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) A completed and signed Individual Certification form for each Section 3 qualified person or persons is required to be submitted.
2. Thirty percent or more of your permanent, full time employees are Section 3 qualified persons. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, as well as a completed and signed Individual Certification form for each Section 3 qualified employee.)
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. (When seeking certification under these criteria, please consult with the Section 3 Coordinator regarding the documentation to be submitted.)

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

- 1) Be a City of Seattle Housing Authority public housing resident; or
- 2) Live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties, and,
- 3) Earn no more than the following amounts for the respective MSA area:

Region/Area	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
King and Snohomish Counties	\$ 56,200	\$64,200	\$ 72,250	\$ 80,250	\$ 86,700	\$ 93,100	\$ 99,550	\$ 105,950
Pierce County	\$ 41,800	\$ 47,800	\$ 53,750	\$ 59,700	\$ 64,500	\$ 69,300	\$74,050	\$ 78,850

Section 3 Statement: Please check the appropriate box below.

- My business is eligible to be certified as a Section 3 business in accordance with the criteria circled above under Section 3 Business Criteria.
- My business is not a Section 3 business.

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

Note: If you certify above that your business is a Section 3 business, SHA will request documentation and additional information as may be reasonably required to certify whether your business qualifies as a Section 3 business.

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 the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties. SHA residents, preferably residents of the SHA community in which the work is to be done, are favored over other low-income residents of the MSA.

For construction contracts only:

- 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. SHA has established a goal that 100% of all new hires be Section 3 Residents to the greatest extent feasible.
- 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 to 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, if applicable, should also address the Contractor strategy for recruiting SHA residents for the available positions, which should include consultation with SHA's Section 3 Coordinator.

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 Cary Calkins at (206) 256-7081.



Attachment A, Version 2

(\$35,000 to \$150,000)

Invitation to Bid (by Fax)

The work described in the Invitation to Bid (by Fax) is subject to the following terms and conditions:

Bidder Responsibility: The bidder must meet the mandatory bidder responsibility criteria described below and as specified in RCW 39.04 or 2 CFR 200 in order to be considered a responsible contractor and be eligible for award consideration:

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
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
5. Has not more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)
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) <https://www.sam.gov/portal/public/SAM/> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.
7. Have completed training requirements under RCW 39.04.350 and RCW 39.06.020 before bidding on public works projects as determined by the Washington State Department of Industries OR have been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND have performed work on 3 or more public works projects.

Prevailing Wages: The Contractor must pay all workers at least the prevailing wage rate for the type of work performed in accordance with the applicable prevailing wage rate schedule referenced on the Purchase Order or Request for Bid (by Fax) form and included in these solicitation documents. The type of wage schedule attached i.e., HUD Determined, Davis-Bacon, or the State Prevailing Wage schedule determines the appropriate labor standards that apply to the work as outlined below and contained in the General Conditions for Construction:

- 1) Part 11.13 for projects subject to the HUD-Determined wage rate schedule.
- 2) Part 11.12 for projects subject to Davis-Bacon wage schedule.
- 3) Part 5 for projects subject to the State prevailing wage schedule.

As part of its compliance with the prevailing wage requirements, the Contractor and, if applicable, subcontractor(s) shall comply with the requirement to submit a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid forms approved by the State of Washington's Department of Labor and Industries. The Owner will notify the Contractor of any special filing instructions that may apply for these forms depending on the funding source(s) of the project.

Bid Bond: SHA does not require a bid guarantee for small works roster construction projects estimated to cost \$150,000 or less.

Insurance: Within seven calendar days of award, the Contractor shall submit to SHA, and maintain throughout the contract, at no expense to SHA, the following insurance coverage at the limits noted (refer to Part 2 of SHA's General Conditions for more details):

1. Commercial General Liability Insurance: \$1,000,000 each occurrence, and \$2,000,000 aggregate
2. Additional Insured Endorsement Ongoing Operations: The Owner must be included as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Contractor. A policy endorsement form CG2010 or equivalent must be provided to Owner as evidence of additional insured coverage.
3. Additional Insured Endorsement Completed Operations: The Contractor's CGL insurance shall include the Owner as an additional insured for Contractors Completed Operations by providing additional insured status on the CG2037 endorsement, or by an equivalent policy or endorsement provision. The Contractors Completed Operations additional insured status for the Owner shall remain in effect for not less than three (3) years following the Final Acceptance of the Work by the Owner.
4. Employers Liability policy or Washington Stop Gap Liability insurance endorsement: \$1,000,000 each accident
5. Workers Compensation coverage.
6. Commercial Automobile Liability Insurance: \$1,000,000 combined single limit coverage
7. Pollution Liability Insurance: \$1,000,000 combined single limit coverage, if the work involves handling or disposal of asbestos, lead-based paint, contaminated soil, or other hazardous materials.

Performance & Payment Bond Requirements: Within seven calendar days of award, the Contractor shall submit to SHA, in accordance with Section 2.05 of the General Conditions, a Performance and Payment bond. Failure to furnish a Performance and Payment bond within the time specified may render the Contractor ineligible for the contract. The SHA may then either award the contract to the next lowest responsible bidder or solicit new bids.

Retainage Requirements: SHA requires retainage to be withheld for small works roster construction projects costing \$35,000 or more.

Tax Exempt Status of SHA: For this project, SHA is subject to sales tax for materials, labor and services rendered. The Contractor must pay sales tax on labor and materials purchased for this job.

Protests: Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at [SHA website](#).

General Conditions: SHA's General Conditions are hereby incorporated by reference and made a part of this Request for Bid (by Fax) and any subsequent contract or purchase order executed for this work as if fully included herein. If the event of any discrepancy between the terms of this Attachment A and the General Conditions, the terms of the General Conditions shall apply, except that the types and amounts of insurance specified above, and the waiver of the Contract Bond and withholding of retainage specified above, shall take precedence over the General Conditions. The General Conditions may be viewed by accessing [SHA website](#), or upon request, a copy of the General Conditions may be obtained by calling SHA at (206) 615-3379.

Performance Evaluation: The Contractor's performance on this project will be evaluated in accordance with SHA's Contractor Performance Evaluation Program. A copy of the Program may be obtained by accessing [SHA website](#).

Section 3: 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 the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties. Each bidder is required to submit with its Bid a Section 3 Resident Employment Plan that will result in hiring Section 3 residents to perform the work contemplated by this solicitation, and a Section 3 Business Certification form. Failure to complete these forms may render a bid non-responsive.

- A. Selection Preference for Section 3 Businesses: If a bidder claims to be a Section 3 business on the Section 3 Business Certification form required to be submitted with its Bid, and the Bid of the Section 3 business exceeds the low bid by no more than 10%, SHA will conduct an investigation whether the

business qualifies as a Section 3 business, and SHA may award the contract to the Section 3 business at the price bid by the Section 3 business. In submitting a Bid, the bidder 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 metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties and meet the prescribed income limitations based on family size as shown on the Section 3 Business Certification form.
2. 30% or more of the business' permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the metropolitan statistical area (MSA) covering King, Snohomish, and Pierce counties 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 award, 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 bidder will attain the subcontracting percentage. SHA will monitor the Section 3 business' compliance with their subcontracting commitment. The bidder'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 bidder's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the bidder ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date 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 solicitation.

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, 12 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractors 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 contractor 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 contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractors 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 Contractor is a Section 3 business and was awarded the contract by SHA based on the Section 3 business preference requirements of the invitation to bid for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Contractor agrees to meet the Section 3 subcontracting commitment. Failure of the Contractor 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 Contractor's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Contractor ineligible to compete for, or participate in, any SHA contract for a period of five years from the acceptance date of the contract in which the Section 3 subcontracting commitment was made.



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
ATTN: _____
190 Queen Anne Ave N, P.O Box 19028, Seattle WA 98109-1028

General Business Information:				For SHA Use Only:	
Name of Business, Organization, or Name of Person (if payment is to an individual):				JDE Vendor No.:	Purchasing contracts <input type="checkbox"/>
Mailing Address for Payments:					
City:	State:	Zip Code:	E-Mail Address:		
Telephone No.:		Fax No.:		DUNS No.:	
Washington UBI No.:		City of Seattle Business License No.:		Washington Contractor's License No.:	
President/General Manager:		Principal products and/or services offered:			
Type of Organization (check one):					
Individual <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Governmental Agency <input type="checkbox"/>	Other <input type="checkbox"/>
Employee Tax ID No. (TIN) or Social Security No. (if individual):					

Substitute IRS Form W-9 Certification:	
Under penalties of perjury, I hereby certify that the number shown on this form is my correct taxpayer identification number, and that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). <i>Note:</i> The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.	
SIGN HERE →	Signature of U.S. Person
	Date

Ownership Status (check all that apply):	Racial/Ethnic Status (check one):
<input type="checkbox"/> MBE (Minority-Owned Business Enterprise) <input type="checkbox"/> WBE (Women-Owned Business Enterprise) <input type="checkbox"/> MWBE (Minority / Women-Owned Business Enterprise) <input type="checkbox"/> CBE (Combination Business Enterprise) <input type="checkbox"/> Small Business <input type="checkbox"/> HUD Section 3 Business <input type="checkbox"/> Certified by OMMBE (Washington State Office of Minority and Women's Business Enterprises) <input type="checkbox"/> Self-Identified (SHA may request a signed statement re: self-certification)	<input type="checkbox"/> Caucasian (1) <input type="checkbox"/> African American (2) <input type="checkbox"/> Native American (3) <input type="checkbox"/> Hispanic American (4) <input type="checkbox"/> Asian/Pacific American (5) <input type="checkbox"/> Hasidic Jews (6)

Method of Contract Payments: As outlined on the reverse side of this form, for contracts over one million dollars, SHA's method of contract payments is through an electronic virtual credit card issued by SHA's e-payables vendor, Bank of America. Unless SHA grants a waiver, Vendors will receive an enrollment form from SHA following issuance of a contract.

SIGN BELOW:	
Signature of Authorized Representative of Vendor:	Date:
By signing immediately above, the Vendor hereby represents the following:	
a) The Vendor certifies that to the best of its knowledge and belief, neither it, nor any person/principal or firm which has an interest in the Vendor's firm, is ineligible to participate in a SHA contract, purchase order, direct pay or other transaction, pursuant to the Certification of Eligibility provision specified in the Vendor Fact Sheet Instructions, or; b) The Vendor will comply with SHA's General Terms and Conditions applicable to Purchase Orders, if the Vendor will be supplying goods and/or services through an SHA Purchase Order.	
To obtain a copy of the General Terms and Conditions, call (206) 615-3379 or visit our Web site at https://www.seattlehousing.org/sites/default/files/Purchase Orders Terms Conditions.pdf	

Vendor Fact Sheet Instructions

Thank you for your interest in doing business with the Seattle Housing Authority (SHA). We look forward to doing business with you. If you have any questions about completion of the Vendor Fact Sheet, please call us at (206) 615-3379.

In order for SHA to make payments to you or to procure goods or services from you, we need the information requested on the Vendor Fact Sheet, which also serves as a substitute IRS W-9 Form. The information about you will be entered into our computerized payment system and will allow us to make required reports to the Federal government about our business and payment transactions.

Substitute IRS Form W-9 Certification: In completing the Vendor Fact Sheet, you must sign the "Substitute IRS Form W-9 Certification" or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct taxpayer identification number to SHA, you must cross out the portion of the certification after the word "and" in line two, through the end of line five, before signing the form. Detailed instructions about IRS Form W-9 are included on the form, which may be obtained by calling our office at (206) 615-3379 or visiting the IRS web site at www.irs.gov.

Certification of Eligibility: In order to do business with SHA, the Vendor must be eligible to:

- 1) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- 2) Participate in HUD programs pursuant to 24 CFR Part 24.

The websites to verify eligibility of the firm and its principals are: <https://www.sam.gov/portal/SAM> and http://portal.hud.gov/hudportal/HUD?src=/topics/limited_donations_of_participation. By signing the Vendor Fact Sheet, the Vendor understands that the certification of eligibility is a material representation of fact upon which reliance was placed when SHA agreed to enter into the transaction with the Vendor. SHA may require the Vendor to submit such certification on an annual basis depending on the terms of its contract or the frequency of its business transactions with SHA. If the Vendor subcontracts any portion of the work, the Vendor will be required to submit a similar certification of eligibility to SHA for any Vendor subcontracts. Any written contract executed between SHA and the Vendor shall include these provisions, which may also be referred to as Suspension/Debarment provisions.

Contract Payments: Unless SHA grants a waiver, its method of contract payment for contracts of one million or more is through its Bank of America e-payables program. Payments will be made electronically through a virtual 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. To learn more about the program, please click here or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors. For new vendors, SHA will automatically send an enrollment form upon contract award. If you have questions about the program, please contact Brenda Mix, SHA's Accounts Payable Manager, at 206-615-3421 or bmix@seattlehousing.org.

Small Businesses: The Vendor Fact Sheet also requests information about whether your business is owned and controlled by women or minorities, and/or is a small business. The following are definitions of these terms for your use. This information provides valuable information to SHA in its efforts to ensure its contracting program meets its diversity objectives and requirements.

- **WMBE:** Minority and women-owned business enterprises must either be self-identified or certified by, the Washington State Office of Women's and Minority Business Enterprises (OMWBE) to be at least fifty-one percent owned by women and/or minority group members.
- **Small Business:** A small business means a business concern, including its affiliates, that is independently owned and operated, not an affiliate or subsidiary of a business dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR 121. Furthermore, a business is considered small according to the Small Business Administration's established guidelines provided to such businesses.
- **HUD Section 3 Business:** A business that is owned 51% or more by a Section 3 qualified person, or where 30% or more of the permanent, full-time employees of the business are Section 3 qualified persons, or where the business can provide evidence of a commitment to subcontract in excess of 25% of the amount of all subcontracts to other Section 3 certified businesses. A Section 3 qualified person must live in the metropolitan statistical areas identified on SHA's Section 3 form and whose income level meets or falls below the stated income limits.