



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

REQUEST FOR BIDS (by Email)

Date: 10/7/21		To: Potential Bidders for SHA Re-Solicitation #5556 (combined w/#5555), previously cancelled efforts for #5524ᖉ	
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.: 5524	(Federal Prevailing Wages) Federal Wage Decision No.: HUD-Determined Nonroutine Maintenance #WA002A, 1/25/21 (attached)	OR	(State Prevailing Wages) Date of State Prevailing Wage Schedule:
Number of Calendar Days to Complete Work: 120 consecutive calendar days	For Questions Contact: Louise Lauff	Phone No.:	(206) 615-3376
		FAX No.:	(206) N/A
		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. New Holly Roof & Gutter Cleaning + High Point North Roof, Gutter & Siding Cleaning			
PRE-BID SITE VISIT: N/A			
DEADLINE FOR QUESTIONS is Wednesday, October 13, 2021 no later than 1:00 PM. Email your questions to: louise.lauff@seattlehousing.org .			
BID DUE DATE AND TIME: Wednesday, October 27, 2021 by 1:00 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 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) Complete attached Detailed Bid Form	Sales Tax on Materials (see Attachment A) Complete attached Detailed Bid Form	Total Bid Price (with Sales Tax) Complete attached Detailed Bid Form	
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.			

Seattle Housing Authority Detailed Bid Price Form

Bidder's Check List

- 1) The total of the bid items below must equal the total bid price on the Request for Bids form.
- 2) A bid must be submitted for each item listed below.
- 3) The Bidder's Business Name must be filled in below.
- 4) This "Detailed Bid Price Form" must be returned with the Request for Bids form.

SHA Reference No: 5556 (combined with 5555)	Project Title: New Holly Roof & Gutter Cleaning + High Point North Roof, Gutter & Siding Cleaning			
Bidder's Business Name: _____				
Item	Description / Location	Basic Bid Price (without Sales Tax):	Sales Tax on Materials Only (see Attachment A):	Total Bid Price (with Sales Tax):
1	New Holly Phase 3 Roof & Gutter Cleaning	\$	\$	\$
2	High Point North Roof, Gutter & Siding Cleaning	\$	\$	\$
	TOTAL BID (Both Properties)	\$	\$	\$

Rights Reserved by SHA: SHA reserves the right to waive as an informality any irregularities in bids, to reject any or all bids, and to cancel this solicitation at any time prior to contract award. SHA also reserves the right to award all or any portion of the work specified in this Informal Solicitation to any bidder. If the solicitation results in more than one contract, the New Holly Phase 3 work will carry a Contract #5556 and the High Point North work will use a Contract #5555.

Signature: _____

Date: _____

Printed Name: _____

Bidder's Business Name:	Telephone No.:	E-Mail Address:
Address:		City, State, Zip Code:

Roof and Gutter Services Scope

General Requirements:

- a. All gutters and downspout shall be cleaned of trash, plants, leaves or anything that may obstruct free passage of water through each gutter or downspouts.
- b. Provide all labor, material, supplies, and equipment, necessary to provide services described in these specification.
- c. All work shall be done in accordance with DOSH (Department of Safety and Health) practices. This includes but not limited to WAC 296-876 (Ladders, Portable and Fixed), WAC 296-807 (Portable Power Tools), WAC 296-155 (Fall Protection, Fall Restraint and Fall Arrest), WAC 296-800 (Personal Protective Equipment), WAC 296-869 (Elevating Work Platforms).
- d. At the beginning of the Contract, the Contractor shall submit a proposed schedule to accomplish the work indicated.
- e. 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).
- f. 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.
- g. Contractor shall also provide a contract phone number for 24-hour, 7-day emergency service, with a maximum response time of 12 hours.
- h. Contractor performance will be reviewed periodically for compliance with the terms of the Contract.

Scope:

One-time service for the addresses specified on the attached list of units.

1. Chemically treat moss and algae on roof. Then return to brush away dead moss and algae.
2. Apply environmentally safe treatment to retard moss and algae growth.
3. Flush and clean entire gutter system, including downspouts.
4. Clean up all job debris from job site – rinse down or blow off all debris.
5. Report to management damaged or missing gutters and downspouts; damaged roofing.
6. As requested, pressure wash unit siding (vinyl and HardiePlank) to clean and remove dirt, mildew, moss, algae and grime. Use environment-friendly and safe cleaning products.
7. Please note on the list of addresses, unlisted or not noted units should be skipped and not included in your bid. For example, townhomes at 7517 MLK Jr Way S and 7523 (both with roofs and gutters) bookend two units between them (7519 and 7521), so the 7519 and 7521 townhome addresses with roofs and gutters should be skipped.

Additional Services to be Provided as Needed

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

- a. Gutter system repairs.

7503 MLK Jr Way S, Seattle, WA 98118
7507 MLK Jr Way S, Seattle, WA 98118
7509 MLK Jr Way S, Seattle, WA 98118
7511 MLK Jr Way S, Seattle, WA 98118
7513 MLK Jr Way S, Seattle, WA 98118
7515 MLK Jr Way S, Seattle, WA 98118
7517 MLK Jr Way S, Seattle, WA 98118
7523 MLK Jr Way S, Seattle, WA 98118
7531 MLK Jr Way S, Seattle, WA 98118
7533 MLK Jr Way S, Seattle, WA 98118
7603 MLK Jr Way S, Seattle, WA 98118
7609 MLK Jr Way S, Seattle, WA 98118
7615 MLK Jr Way S, Seattle, WA 98118
7709 MLK Jr Way S, Seattle, WA 98118

7408 40th Ave S, Seattle, WA 98118
7411 40th Ave S, Seattle, WA 98118
7426 40th Ave S, Seattle, WA 98118
7504 40th Ave S, Seattle, WA 98118
7510 40th Ave S, Seattle, WA 98118
7511 40th Ave S, Seattle, WA 98118
7516 40th Ave S, Seattle, WA 98118
7518 40th Ave S, Seattle, WA 98118
7524 40th Ave S, Seattle, WA 98118
7528 40th Ave S, Seattle, WA 98118
7530 40th Ave S, Seattle, WA 98118
7538 40th Ave S, Seattle, WA 98118
7602 40th Ave S, Seattle, WA 98118
7610 40th Ave S, Seattle, WA 98118
7618 40th Ave S, Seattle, WA 98118

7647 Rockery Dr S, Seattle, WA 98118
7641 Rockery Dr S, Seattle, WA 98118
7637 Rockery Dr S, Seattle, WA 98118
7633 Rockery Dr S, Seattle, WA 98118
7629 Rockery Dr S, Seattle, WA 98118
7621 Rockery Dr S, Seattle, WA 98118
7615 Rockery Dr S, Seattle, WA 98118
7611 Rockery Dr S, Seattle, WA 98118
7605 Rockery Dr S, Seattle, WA 98118
7603 Rockery Dr S, Seattle, WA 98118
7447 Rockery Dr S, Seattle, WA 98118

7445 Rockery Dr S, Seattle, WA 98118
7443 Rockery Dr S, Seattle, WA 98118
7439 Rockery Dr S, Seattle, WA 98118
7431 Rockery Dr S, Seattle, WA 98118
7442 Rockery Dr S, Seattle, WA 98118
7425 Rockery Dr S, Seattle, WA 98118
7421 Rockery Dr S, Seattle, WA 98118
7417 Rockery Dr S, Seattle, WA 98118
7413 Rockery Dr S, Seattle, WA 98118
7409 Rockery Dr S, Seattle, WA 98118
7401 Rockery Dr S, Seattle, WA 98118

High Point North Roof, Gutter and Siding Cleaning

Address Range	Building Address	Zip Code	Unit Count
6032-34 Lanham Pl SW	6032 Lanham Pl SW	98126	2
6058-60 Lanham Pl S	6058 Lanham Pl SW	98126	2
6036-54 Lanham Pl SW	6036 Lanham Pl SW	98126	10
6056 Lanham Pl SW	6056 Lanham Pl SW	98126	1
6043-49 31st Ave SW	6043 31st Ave SW	98126	4
6035-41 31st Ave SW	6035 31st Ave SW	98126	4
6031-33 31st Ave SW	6031 31st Ave SW	98126	2
6059-61 31st Ave SW	6059 31st Ave SW	98126	2
6070 Lanham Pl SW	6070 Lanham Pl SW	98126	1
3126-28 SW Raymond S	3126 SW Raymond St	98126	2
2714-20 SW Macarthur	2714 SW Macarthur Ln	98126	4
2725-27 SW Macarthur	2725 SW Macarthur Ln	98126	2
2729-31 SW Macarthur	2929 SW Macarthur Ln	98126	2
2735-37 SW Macarthur	2735 SW Macarthur Ln	98126	2
2747-49 SW Macarthur	2747 SW Macarthur Ln	98126	2
3239 Graham/6300 34T	3239 SW Graham St	98126	2
3235-37 SW Graham St	3235 SW Graham St	98126	2
6018-20 High Point D	6018 High Point Dr SW	98126	2
6342-44 High Point D	6342 High Point Dr SW	98126	2
6350-54 High Point D	6350 High Point Dr SW	98126	3
6362-68 High Point D	6362 High Point Dr SW	98126	4
6309-11 High Point D	6309 High Point Dr SW	98126	2
6339-41 High Point D	6339 High Point Dr SW	98126	2
6345 High Point Dr S	6345 High Point Dr SW	98126	1
3206-12 SW Graham St	3206 SW Graham St	98126	4
6025 Lanham Pl SW	6025 Lanham Pl SW	98126	36
6000 30th Ave SW	6000 30th Ave SW	98126	1
6010-12 30th Ave SW	6010 30th Ave SW	98126	2
6016-18 30th Ave SW	6016 30th Ave SW	98126	2
6028-30 30th Ave SW	6028 30th Ave SW	98126	2
5985-87 High Point D	5985 High Point Dr SW	98126	2
6328-30 30th Ave SW	6328 30th Ave SW	98126	2
6334 30th Ave SW	6334 30th Ave SW	98126	1
6338 30th Ave SW	6338 30th Ave SW	98126	1
6301 29th Ave SW	6301 29th Ave SW	98126	1
6305-07 29th Ave SW	6305 29th Ave SW	98126	2
6311-13 29th Ave SW	6311 29th Ave SW	98126	2
6337 29th Ave SW	6337 29th Ave SW	98126	1
3001-07 SW Raymond S	3001 SW Raymond St	98126	4
6323-29 30th Ave SW	6323 30th Ave SW	98126	4
6337-39 30th Ave SW	6337 30th Ave SW	98126	2



VENDOR FACT SHEET

Return this Form TO: Seattle Housing Authority, Purchasing Division,
 ATTN: Louise Lauff
 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, <u>and</u> 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, <u>and</u> I am a U.S. person (including a U.S. resident alien). <u>Note:</u> 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 OMWBE (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_denials_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.

For-Profit Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all for-profit Subgrantees and Contractors on HOPE VI projects sign this "Certifications and Assurances" form certifying that they will comply with the specific federal requirements described below. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Subgrantees:** These are for-profit organizations to which the Housing Authority (Housing Authority or Grantee) has awarded a grant from the HOPE VI grant that the Housing Authority received from HUD. The subgrantee is accountable to the Housing Authority for the use of the funds provided, but the Housing Authority is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Housing Authority contracts with for goods or services on any HOPE VI project.

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Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and for-profit Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Seattle Housing Authority
Attn: Louise Lauff, Purchasing
P.O. Box 19028
Seattle, WA 98109-1028

Contract No. 5556
CONSTRUCTION AND MAINTENANCE SERVICES

for

**New Holly Roof & Gutter Cleaning + High Point North Roof, Gutter & Siding
Cleaning**

This Contract is made and entered into as of the last signature date below between the Seattle Housing Authority, a public body corporate and politic, hereinafter referred to as "Owner," and *To Be Determined*, hereinafter referred to as the "Contractor." The Contractor and the Owner agree as follows:

SECTION 1: This Contract incorporates by reference and is subject to the following as though fully included herein, whether attached or not attached:

- The Contractor's response to the Request for Bids (by Fax) (attached)
- Attachment A, version 2 (attached)
- Technical scope of work included as part of the Request for Bids (by Fax)
- Owner's General Conditions
- Prevailing wage rates as established in HUD Wage Decision Number WA002A dated 1/25/21 (attached)
- Federal Labor Standards Provisions (attached)

SECTION 2: The Contractor shall perform or cause to be performed all work and shall furnish or cause to be furnished all labor, materials, tools, and equipment necessary to complete the above-referenced project in strict accordance with the Contract Documents and documents described in Section 1 above for the following Contract Sum:

Base Bid	\$
Sales Tax (Materials Only)	\$
Contract Sum	\$

SECTION 3: The Contractor shall begin the work of the Contract immediately after receipt of a written Notice to Proceed issued by the Owner, and to perform the work regularly and without interruption thereafter (unless the Owner shall otherwise, in writing, specifically direct) with such forces as necessary to complete said work in a manner acceptable to the owner within 120 consecutive calendar days from the date of the Notice to Proceed.

The parties have executed this Contract by having their authorized representatives sign below.

Seattle Housing Authority
190 Queen Anne Avenue North
P.O. Box 19028
Seattle, WA 98109-1028

By: _____
Date

By: _____
Jena Richmond
Contracts & Procurement Manager
Date

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 one of the following criteria within the last six-month period. 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 controlled 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. Seventy-five percent or more of all labor hours performed for the business over the prior three-month period are performed by Section 3 workers. (When seeking certification under this criteria, please submit a listing of all current, permanent, full-time employees, total hours of work performed by each employee and a completed and signed Individual Certification form for each Section 3 qualified worker.)
3. Fifty-one percent or more owned and controlled by current public housing residents or a resident who currently lives in Section 8-assisted housing.

Section 3 Worker Criteria: A Section 3 qualified worker 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
King and Snohomish Counties	\$ 63,350
Pierce County	\$ 50,900

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 workers."

Section 3 workers include residents of SHA communities and other low-income residents of the metropolitan statistical area (hereinafter "MSA") covering King, Snohomish, and Pierce counties.

Targeted Section 3 workers include any employee of a Section 3 business or a worker who meets one of the following criteria (or did at the time of hire as documented within the last 5 years): SHA or Section 8 assisted residents, residents of other public housing projects or Section 8 assisted housing, or a YouthBuild participant.

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 workers to perform the work contemplated by the bid. HUD has established a goal that Section 3 workers perform 25% of all labor hours for the project to the greatest extent feasible. Targeted Section 3 workers should perform at least 5% of the total 25% of labor hours.
- 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's

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) 588-4314.



Individual Affidavit on Income
for Section 3 Worker and Targeted Section 3 Worker Certification
(Complete this form after certified payroll is submitted on Labor Compliance Management (LCPtracker))

An individual seeking preference in training and employment provided as a result of the Seattle Housing's Section 3 program¹ shall certify and submit evidence, if requested, that the person is a Section 3 worker or Targeted Section 3 worker as defined by the Criteria listed below:

Section 3 Worker Criteria: A Section 3 qualified worker must:

- 1) Earn no more than the following amounts as follows:

King Snohomish Counties	\$ 63,350
Pierce County	\$ 50,900

Targeted Section 3 Worker Criteria: A Targeted Section 3 qualified worker:

- 1) Is employed by a Section 3 business concern, or,
- 2) Is a resident of public housing or Section 8-assisted housing, or,
- 3) Is a resident of another project managed by PHA that is expending assistance, or,
- 4) Is a YouthBuild participant

NOTE: Information provided on this form shall remain confidential and shall be used for certification and reporting purposes only. *If you have questions, please contact Cary Calkins at (206) 588-4314 or cary.calkins@seattlehousing.org.*

Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Employer Name: _____
 Hire Date (the hire date for the company, NOT the hire date for the project): _____
 Position Title: _____

Section 3 Worker:

1. My total gross income, reflected on my Federal Income tax return for last year was \$ _____.

Targeted Section 3 Worker:

1. I am employed by a Section 3 business concern. YES NO
(If Yes, please list the name of the business and skip Questions 2 and 3 and sign at the bottom.)
 Business Name: _____
2. I am a resident in a Public Housing Authority property. YES NO
(If Yes, please list the name of the property and skip the rest of the questions and sign at the bottom.)
 Property Name: _____
3. I am currently in Public Housing Authority's Section 8 Program. YES NO
(If Yes, please skip questions 4 and 5 and sign at the bottom.)
4. I am a resident of another project managed by a Public Housing Authority. YES NO
(If Yes, please list the program and skip question 5 and sign at the bottom.)
 Program Name: _____
5. I am a participant in a HUD Youthbuild Program. YES NO

¹ As authorized under the Housing and Urban Development Section 3 Act of 1968, as amended, and codified in 24 CFR Part 135.



Individual Affidavit on Income
for Section 3 Worker and Targeted Section 3 Worker Certification
(Complete this form after certified payroll is submitted on Labor Compliance Management (LCPtracker))

I hereby certify under penalty of perjury that the information above is true and correct.

Signature

Date

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Seattle Housing Authority 190 Queen Anne North Seattle, WA 98109	LR 2000 Agency ID No: WA002A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: February 1, 2021	Expiration Date: December 31, 2022
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
<u>Eugene Hairston, SLRS</u> HUD Labor Relations (Name, Title, Signature)		<u>1-25-2021</u> Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Elevator Mechanic	\$58.35	\$24.42
Sheet Metal Worker	\$31.99	\$17.55
Furnace Installer	\$30.87	\$17.26
Roofer	\$31.10	\$17.32
Truck Driver	\$26.04	\$16.00
Laborer	\$24.30	\$17.25
Asphalt Raker	\$19.63	\$14.33
Carpenter	\$31.24	\$19.56
Electrician	\$36.87	\$20.44
Floor Coverer	\$22.08	\$18.23
Glazier	\$39.40	\$19.56
Painter	\$20.95	\$18.23
Low Voltage Technician	\$27.96	\$16.50
Plumber	\$38.92	\$21.70
Tree Arborist	\$30.64	\$17.20
Landscaper	\$18.72	\$15.02
Fence Installer	\$19.68	\$14.34
Power Equipment Operator	\$38.50	\$19.24
Brick Mason	\$40.14	\$19.67
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

Maintenance Wage Rate Decision

**U.S. Department of Housing and Urban Development
Office of Labor Relations**

**HUD FORM 52158
(06/2006)**

Agency Name:
**Seattle Housing Authority
190 Queen Anne North
Seattle, WA 98109**

LR 2000 Agency ID No:
WA002A

Wage Decision Type:
 Routine Maintenance
 Nonroutine Maintenance

Effective Date:
February 1, 2021

Expiration Date:
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The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Eugene Hairston, SLRS
HUD Labor Relations
(Name, Title, Signature)

1-25-2021
Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
continued - Page 2		
Pipe Layer	\$35.66	\$18.50
Vehicle Mechanic	\$24.78	\$18.99
Engineer	\$43.09	\$20.44
Pest Control Technician	\$25.31	\$18.24
Solid Waste Laborer	\$29.37	\$17.40
Solid Waste Vehicle Mechanic	\$30.13	\$19.48
Solid Waste Worker, CDL	\$26.04	\$19.82
Window cleaner:		
Scaffold	\$17.50	\$13.77
Non-Scaffold	\$17.50	\$13.77
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial

FOR HUD USE ONLY
LR2000:
Log in:
Log out:

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONTRACTOR

By signing below, the Contractor certifies that to the best of its knowledge and belief neither its firm nor any of its principals as named below are presently debarred, suspended, or have been declared ineligible or are excluded from participation in this transaction by any federal, state or local government.

Contractor's Firm Name: _____

Address: _____
City, State, Zip: _____

	PRINCIPAL(S) Name(s)	Title(s)
1		
2		
3		
4		
5		

Contractor's Signature	Printed Name	Title	Date

NOTE: This requirement applies to the Contractor's firm as well as its principals. Principal is defined in the regulation (2 CFR 180.995) as follows:

- 1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 2) A contractor or other person, whether or not employed by the participant or paid with Federal funds, who-
 - a) Is in a position to handle Federal funds;
 - b) Is in a position to influence or control the use of those funds; or,
 - c) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity require to perform the covered transaction.

The federal websites to verify eligibility include: <https://www.sam.gov/portal/public/SAM/> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited_denials_of_participation).

SEATTLE HOUSING AUTHORITY

SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR SUB-CONTRACTORS

The Prime Contractor may use this form if the Prime can verify that their Sub-Contractors named below, nor any of their principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. If the Prime is unable to verify this information, the Prime must send the previous SUSPENSION AND DEBARMENT COMPLIANCE CERTIFICATE FOR CONTRACTOR form to each sub- contractor to be completed and returned.

Prime Contractor's Name: _____ certifies that neither any of the sub- contracting firms named below, nor any of its principals are debarred, suspended or ineligible from involvement by Federal, State or Local Government. I understand that the Seattle Housing Authority (SHA) relies on this certification and I understand that I am obligated to submit the following to SHA:

- A certification for any new sub- contractor hired after submission of this certification.
- A renewal certification for every sub- contractor on the anniversary of the Contract execution date if the Contract Time extends beyond one year.

(Note: In lieu of this certification, the Prime Contractor may elect to submit a separate certification signed by each sub- contracting firm to SHA as evidence of sub- contractor eligibility. It is the Prime Contractor's responsibility to initiate, obtain, and provide all such individual sub- contractor certifications to SHA.)

Prime Contractor's Signature	Printed Name	Title	Date

Sub- Contractor Firm Listing: (If sub- contractors are not involved in the project, please enter **NONE.**)

If additional pages are necessary, copy this form to ensure signed statement precedes any listing of sub- contractors.

Please contact Louise Lauff at 206-615-3376 or by e-mail at louise.lauff@seattlehousing.org if you have any questions regarding compliance with this requirement.



Address 190 Queen Anne Ave N

PO Box 19028

Seattle, WA 98109

Telephone 206-615-3300

TTY 1-800-833-6388

Website www.seattlehousing.org

Certification of Compliance with Wage Payment Statutes

The undersigned hereby certifies that the bidder is now, and in the three-year period immediately preceding the date of this bid solicitation (6/14/21) has been, in compliance with the responsible bidder criteria requirement of RCW 39.04.350(1)(g) and has not been found to have willfully violated any provision of RCW Chapters 49.46, 49.48, or 49.52 in a final determination by the Department of Labor and Industries or any court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.



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: Pursuant to State law (RCW 35.82.210), SHA is exempt from paying sales tax when it obtains goods and services directly from the Contractor. The Contractor must pay sales tax on materials purchased for this job. SHA does not pay sales tax for labor and services rendered.

If this project is subject to Limited Partnership or other entities (with SHA as managing agent or general partner) or Condominium Association (SHA has less than 50% controlling interest), delete the paragraph above and add the following:

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 subcontract 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.