

REQUEST FOR BIDS (by Email)

Date: 4/22/21	To: Potential Bidders for SHA Re-Solicitation #5572 (combined with #5571), formerly issued as combined Solicitation #5515&5514		
The work described below is	subject to the conditions describe	ed on Att	achment A, version 1 version 2
SHA Reference No.: 5572	(Federal Prevailing Wages) Federal Wage Decision No.: N/A	OR	printed copy of the wage rates for this project are available for viewing at the Seattle Housing Authority's Purchasing Department. A copy may also be mailed upon request. See contact information below.
Number of Calendar Days	For Questions Contact: Louise Lauff	Phone I	transfer America America (Contraction Contraction Cont
to Complete Work: 120 Consecutive Calendar		FAX No	
Days	25-72-5	E-mail:	purchasing@seattlehousing.org
Project Description / Scope			attached. See Scope of Work below. POINT SOUTH ROOF, GUTTER & SIDING CLEANING
louise.lauff@seattlehousin ESTIMATE RANGE: \$140	ONS: Thursday, May 5, 2022 g.org 0,000 TO \$150,000		r than 1:00 PM. Email your questions to: PM. The bidder is responsible for ensuring that its Bid is received
prior to the deadline. Bids		vill not be	e considered. EMAIL YOUR BID TO:
	BIDDER ACKNOW	LEDGE	S RECEIPT OF ADDENDA(S) NUMBER(S):
submit a vendor fact sheet	with its bid form. Bidder mus	st also s	n addition, if bidder has never done business with SHA, it must ubmit the required Section 3 forms with its bid form. Price Form and provide the total bid price below.
Basic Bid Price (without Sales Tax) Complete attached Detailed Bid Form	Sales Tax on Materials and (see Attachment A) Complete attached Detaile Form		Total Bid Price (with Sales Tax) Complete attached Detailed Bid Form
Bidder's Business Name:	Telephone No.:		E-Mail Address:
Address:		City, Sta	ate, Zip Code:
Business Classification:			Contractor Registration No.:
□ WBE □ MBE □	MWBE Section 3		
Signature:		Date:	Printed Name and Title of Person Signing Bid:
furnish all material and lab following: to have personal	or and to perform all work des	scribed l e Projec	ent A and any addenda issued for this project, and proposes to herein for the Bid Price noted above. The Bidder also certifies the t Description/Scope of Work and Attachment A, and to have a ay prevailing wages.

SHA has implemented a COVID-19 Vaccination Policy for Contractors, Consultants, Suppliers or contract holders, herein after referred to as "Contractors", a copy of which is attached to this solicitation (the "COVID Policy"). The work as

currently contemplated by this solicitation does not require compliance with the COVID Policy. Notwithstanding the foregoing, if the parties agree to a change in the scope of the work or agree upon any additional work to be performed at any time during the term of the contract, and SHA reasonably determines that such change or additional work would result in the work being within the purview of the COVID Policy, SHA will require compliance with the COVID Policy as a condition to authorizing any such change or additional work.

Code:

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HOUSING AUTHORITY OF THE CITY OF SEATTLE MANUAL OF OPERATIONS

SUBJECT: COVID-19 Vaccination Policy for Contractors

PURPOSE: The Seattle Housing Authority ("SHA") is instituting a COVID-19 vaccination requirement for all Contractors that work on SHA property and have prolonged interactions with SHA staff or SHA residents. This policy furthers SHA's responsibility to provide and maintain a safe workplace, and will help to safeguard the health of SHA's employees and their families, as well as SHA's clients, residents, guests, and the community at large. The context for this policy is a surge in the transmission and contraction of COVID-19, especially among the unvaccinated and vulnerable members of the community.

The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. SHA has a responsibility to ensure a safe work environment for staff and ensure the safety of our residents. SHA serves some of the most vulnerable members of the community and the agency has a responsibility to ensure their safety.

As used in this policy, the term "Contractor" means any person engaged by or for SHA to work as an independent contractor, service provider, volunteer, or through any other formal or informal agreement to provide goods or services, whether compensated or uncompensated, and includes any employees, agents, contractors, subcontractors, licensees, and invitees of any of the foregoing, but does not include a visitor to or patron of SHA property

SCOPE: This policy applies to all Contractors, that work on SHA property and/or have prolonged interactions with SHA staff or SHA residents. The determination of whether work or service provided by a Contractor falls or will likely fall within the scope of this Policy shall be determined by SHA in its sole and absolute discretion. Types of work or services <u>not</u> considered to involve prolonged interactions with staff or residents include, by way of example;

- New construction projects:
- Site work that is outdoors and is not on a playground. Examples include sidewalk repairs, parking lot repairs and tree removal
- 3. Rehabilitation or repairs of vacant units that have no common entry or common areas; and
- Emergency repairs.

POLICY: As a condition of contracting with SHA, the Contractor must ensure that all individuals who perform on-site work under the Contract by, for, under, or at the direction of the Contractor (including any employees, agents, contractors, subcontractors, licensees, and invitees) must have completed a full vaccination cycle with a U.S. FDA-authorized COVID-19 vaccine and must provide documentation to the Contractor proving their fully vaccinated status. Individuals are

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considered fully vaccinated two weeks after the second dose of the Pfizer and Moderna vaccines, or two weeks after the single dose Johnson & Johnson vaccine. This requirement includes keeping up to date with booster vaccinations as recommended by public health agencies, once boosters are available locally, and complying with additional safety measures and protocols in the future as needed.

All Contractors are required to continue to follow all applicable laws and public health guidance, and must continue to adhere to SHA's COVID-19 protocols and policies.

PROCEDURE: .The Contractor must develop and implement a vaccine verification plan that includes the following:

- The Contractor will require any individuals performing work under the applicable contract who come on-site to provide proof of full vaccination against COVID-19 by providing one of the following:
 - CDC COVID-19 Vaccination Record Card or photo of the card; documentation of vaccination from a health care provider or electronic health record; state immunization information system record; or for an individual who was vaccinated outside of the United States, a reasonable equivalent of any of the above.
 - The Contractor will follow the requirements set forth in applicable law for granting a
 disability or religious exemption from the vaccination requirement and determine an
 appropriate reasonable accommodation, if available.
- 2. The Contractor will submit a declaration that will affirm that all individuals performing work under the applicable contract who come on-site have had their vaccine status verified or an appropriate accommodation has been granted for those who have been granted a disability or religious exemption, in accordance with applicable law, understanding that SHA may conduct spot checks of the Contractor's employees/subcontractors and may request a copy of the Contractor's plan or any documentation of compliance with the plan. Regardless, Contractors will be required to comply with all applicable workplace safety protocols (e.g. masking and social distancing). As required under SHA's COVID Safety Protocols, SHA will not permit unvaccinated individuals to perform work that is expected to have any interactions with residents. Accordingly, all Contractor employees having interactions with residents must be vaccinated regardless of any applicable religious or medical exemptions.
- The Contractor will not be required to submit its vaccine verification plan unless specifically request by SHA.

EFFECTIVE: This policy is currently not in effect. SHA will continue to monitor King County Public Health guidance and if circumstances and guidance changes, the agency may resume enforcement of this policy.

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.
- 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.
- 5) Bids for Small Works Roster advertised projects will only be accepted from contractors who are listed on Seattle Housing Authority's Small Works Roster at the time bid is due. SHA utilizes the Small Public Works Roster maintained by MRSC to solicit bids from contractors for this solicitation. Register for FREE at www.mrscrosters.org and select Seattle Housing Authority. All companies on the roster must meet the agency's minimum qualifications for licensing bonding, and insurance and not be on any state or federal debarment lists.

No: 5572					MG CLEANING	G + HIGH
Bidder's	Business Name:					
Item:	Description / Location		Basic Bid Prio (without Sale Tax):		Sales Tax on Labor and Materials (see Attachment A):	Total Bid Price (with Sales Tax):
1	HIGH POINT SOUTH ROOF, GUTTER & SIDING CLEANING		\$	\$	5	\$
Item:	Description / Location		Basic Bid Prio (without Sale Tax):	es	Sales Tax on Labor and Materials (see Attachment A):	Total Bid Price (with Sales Tax):
2	RAINIER VISTA ROOF AND GUTTER CLEAN		\$	9		\$
Item:	Description / Location	0.000	sic Bid Price ithout Sales Tax):		es Tax on Materials and bor (see Attachment A):	Total Bid Price (with Sales Tax):
	PROJECT TOTALS	\$	-	\$		\$
bids, to re SHA also Solicitation	eserved by SHA: SHA re eject any or all bids, and to reserves the right to awa on to any bidder. If the so carry a Contract #5572 a	to can ard all licitati	ncel this solicita or any portion on results in m	tion a of the ore th	at any time prior to cont e work specified in this nan one contract, the H	ract award. Informal igh Point South
Signatur	re:	100 100		_	Date:	
Printed I	Name:			1.38		
Bidder's	Business Name:	Telep	hone No.:		E-Mail Addre	ss:
Address:					City, State, Zip Code:	

High Point South Roof, Gutter and Siding Cleaning

	Kooi, Gutter and Sidin	Zip	
Address Range	Building Address		Count
6420-24 1st Ave SW	6420 31st Ave SW	98126	3
6428-32 31st Ave SW	6428 31st Ave SW	98126	3
6436-6442 31st Ave S	6436 31st Ave SW	98126	4
6432/6434 30th Ave S	6432 30th Ave SW	98126	2
6411/6413 29th Ave S	6411 29th Ave SW	98126	2
6417/6419 29th Ave S	6417 29th Ave SW	98126	2
6423 29th Ave SW	6423 29th Ave SW	98126	1
6521-6527 32nd Ave S	6521 32nd Ave SW	98126	4
6539/6541 32nd Ave S	6539 32nd Ave SW	98126	2
6549-6553 32nd Ave S	6549 32nd Ave SW	98126	3
6555-6559 32nd Ave S	6555 32nd Ave SW	98126	3
6561-6565 32nd Ave S	6561 32nd Ave SW	98126	3
6550/6552 32nd Ave S	6550 32nd Ave SW	98126	2
6578-6584 32nd Ave S	6578 32nd Ave SW	98126	4
3136 SW Holly St	3136 SW Holly St	98126	1
6554 32nd Ave SW	6554 32nd Ave SW	98126	1
6555-6561 31st Ave S	6555 31st Ave SW	98126	4
6556/6558 Sylvan Way	6556 Sylvan Way SW	98126	2
6543/6545 30th Ave S	6543 30th Ave SW	98126	2
6006-6010 High Point	6555 High Point Dr SW	98126	3
6528/6530 30th Ave S	6528 30th Ave SW	98126	2
6534 30th Ave SW	6534 30th Ave SW	98126	1
3125-3131 SW Holly S	3125 SW Holly St	98126	4
3135-3139 SW Holly S	3135 SW Holly St	98126	3
3143/3145 SW Holly S	3143 SW Holly St	98126	2
6711/6713 31st Ave S	6711 31st Ave SW	98126	2
6701-6707 31st Ave S	6701 31st Ave SW	98126	4
3101/3103 SW Holly S	3101 SW Holly St	98126	2
3107-3111 SW Holly S	3107 SW Holly St	98126	3
3115-3119 SW Holly S	3115 SW Holly St	98126	3
6710 31st Ave SW	6710 31st Ave SW	98126	1
6720 31st Ave SW	6720 31st Ave SW	98126	1
6738 31st Ave SW	6738 31st Ave SW	98126	1
3214-3218 SW Graham	3214 SW Graham St	98126	3

Rainier Vista NE Roof and	Gutter Cleaning List, updated 2-12-21
Address	Notes
2971 S Dakota St	Moss on Roof and gutters
2965 S Dakota St a	Moss on Roof and gutters
2963 S Dakota St b	Moss on Roof and gutters
2961 S Dakota St c	Moss on Roof and gutters
4112 MLK Jr Way S	Moss on Roof and gutters
4130 MLK Jr Way S	Moss on Roof and gutters
4138 MLK Jr Way S a	Moss on Roof and gutters
2954 S Adams St b	Moss on Roof and gutters
2956 S Adams St c	Moss on Roof and gutters
2960 S Adams St a	Moss on Roof and gutters
2962 S Adams St b	Moss on Roof and gutters
4121 30th Ave S	Moss on Roof and gutters
4111 30th Ave S	Moss on Roof and gutters
4200 MLK Jr Way S a	Moss on Roof and gutters
4202 MLK Jr Way S b	Moss on Roof and gutters
4204 MLK Jr Way S a	Moss on Roof and gutters
4206 MLK Jr Way S b	Moss on Roof and gutters
4208 MLK Jr Way S c	Moss on Roof and gutters
4210 MLK Jr Way S d	Moss on Roof and gutters
4212 MLK Jr Way S e	Moss on Roof and gutters
3000 S Nevada St a	moss on Roof and gutters/ front and back
3002 S Nevada St b	moss on Roof and gutters/Lower overhang
3004 S Nevada St c	moss on Roof and gutters/Lower overhang
3006 S Nevada St d	moss on Roof and gutters/Lower overhang
3001 S Nevada St a	moss on Roof and gutters/Lower overhang
3003 S Nevada St b	moss on Roof and gutters/Lower overhang
3005 S Nevada St c	moss on roof and gutters/ Lower overhang
3007 S Nevada St d	moss on roof and gutters/ lower overhang
4310 MLK Jr Way S a	moss on roof
4312 MLK Jr Way S b	moss on roof
4314 MLK Jr Way S c	Moss on roof
4316 MLK Jr Way S d	moss on roof
3000 S Genesee St a	Moss on Roof/ mostly in back
3002 S Genesee St b	moss on roof/mostly in back
3004 S Genesee St c	moss on roof/mostly in back
3006 S Genesee St d	moss on roof/mostly in back
3010 S Genesee St e	moss on roof/mostly in back
3012 S Genesee St f	moss on roof/mostly in back
3014 S Genesee St g	moss on roof/mostly in back/siding in front needs pressure washing
3016 S Genesee St h	moss on roof/mostly in back
3018 S Genesee St i	moss on roof/mostly in back
3020 S Genesee St j	moss on roof/mostly in back
3054 S Genesee St k	moss on roof/mostly in back
3056 S Genesee St a	moss on roof/mostly in back

3058 S Genesee St b	moss on roof/mostly in back
3060 S Genesee St c	moss on roof/mostly in back
3062 S Genesee St d	moss on roof/mostly in back
3064 S Genesee St e	moss on roof/mostly in back
3066 S Genesee St f	moss on roof/mostly in back
4412 31st Ave S	Gutters
4426 31st Ave S	Grass in back gutter
4448 31st Ave S	Gutters/ Junk in back yard
3061 S Genesee St a	Moss on roof
3063 S Genesee St b	moss on roof
3067 S Genesee St c	moss on roof
3071 S Genesee St a	moss on roof
3073 S Genesee St b	moss on roof
3075 S Genesee St c	moss on roof
4441 31st Ave S a	moss on roof/gutters
4443 31st Ave S b	moss on roof/gutters
4445 31st Ave S a	moss on roof/gutters
4447 31st Ave S b	moss on roof/gutters
4473 31st Ave S a	moss on roof/ upper and lower/gutters
4471 31st Ave S b	moss on roof/upper and lower/gutters
3060 S Oregon St a	moss on roof/front and back/gutters
3062 S Oregon St b	moss on roof/front and back/gutters
3064 S Oregon St c	moss on roof/front and back/gutters
3066 S Oregon St d	moss on roof/front and back/gutters
3068 S Oregon St e	moss on roof/front and back/gutters
3072 S Oregon St a	moss on roof/front and back/gutters
3074 S Oregon St b	moss on roof/front and back/gutters
3076 S Oregon St c	moss on roof/front and back/gutters
3078 S Oregon St d	moss on roof/front and back/gutters
3080 S Oregon St e	moss on roof/front and back/gutters/Seagull poop all over

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.
- 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.
- 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.

- Chemically treat moss and algae on roof. Then return to brush away dead moss and algae.
- Apply environmentally safe treatment to retard moss and algae growth.
- Flush and clean entire gutter system, including downspouts.
- Clean up all job debris from job site rinse down or blow off all debris.
- Report to management damaged or missing gutters and downspouts; damaged roofing.
- 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.

Additional Services to be Provided as Needed

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

Gutter system repairs.



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)			lual):	JDE Vendor No.	Purchasing contracts
Mailing Address for Payments:					
City:	State:	Zip Code:	E-M	Mail Address:	
Telephone No.:	Fax No.:			DUNS No.:	
Washington UBI No.:	00000000000000000000000000000000000000	City of Seattle Business License No.:		Washington Contractor's License No.:	
President/General Manager:	Principal pro	ducts and/or services off	ered:		
Type of Organization (chec	k one):				
Individual Sole Propr	rietor Partne		on	Governmental Agend	cy Other
Employee Tax ID No. (TIN) or Socia	al Security No. (if In	dividual):			
Substitute IRS Form W-9 C	ertification:				
Under penalties of perjury, I h identification number, and that withholding, or (b) I have not I withholding as a result of a fa no longer subject to backup with Revenue Service does certifications required to avoid	at I am not subje been notified by ilure to report al vithholding, <u>and</u> s not require yo	ect to backup withholy the Internal Revenu Il interest or dividency I am a U.S. person (ur consent to any pr	lding e Ser ds, or includ	because: (a) I am ovice (IRS) that I and (c) the IRS has no ding a U.S. resider	exempt from backup in subject to backup otified me that I am int alien). <u>Note:</u> The
SIGN Signature of U.S					Date
					<u> </u>
Ownership Status (check a			Ra	cial/Ethnic Statu	us (check one):
MBE (Minority-Owned But WBE (Women-Owned But MWBE(Minority / Women-Observation Busing Small Business Certified by OMWBE (Washing Business Enterprises) Self-Identified (SHA may request	usiness Enterpris Owned Business ness Enterprise) HUD Section 3 gton State Office of	e) Enterprise) Business of Minority and Women's		Caucasian (1) African American Native American Hispanic Americ Asian/Pacific Am Hasidic Jews (6)	(3) an (4) nerican (5)
Method of Contract Pay dollars, SHA's method of contra vendor, Bank of America. Unle issuance of a contract.	act payments is t	through an electronic	virtua	al credit card issued	by SHA's e-payables
SIGN BELOW:					
Signature of Authorized Representa	ative of Vendor:				Date:
a) The Vendor certific which has an interdirect pay or other Fact Sheet Instruction b) The Vendor will contain the containing the co	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			ntract, purchase order, specified in the Vendor	
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.

<u>Substitute IRS Form W-9 Certification:</u> 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:

- 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 <a href="https://www.sam.gov/portal/SAM and <a href

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 epayables 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 Tran Wong, SHA's Accounts Payable Manager, at 206-615-3483 or twong@seattlehousing.org.

<u>Small Businesses:</u> 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.

- <u>WMBE</u>: 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.
- <u>Small Business:</u> 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.
- <u>HUD Section 3 Business:</u> 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:

- <u>Subgrantees</u>: 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.
- <u>Contractors</u>: 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.

<u>Certification and Assurance</u>: 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:

- 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.
- 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:

<u>WARNING:</u> 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. 5572 (&5571)

CONSTRUCTION AND MAINTENANCE SERVICES

for

RAINIER VISTA NE ROOF & GUTTER CLEANING + HIGH POINT SOUTH 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 State Prevailing Wage Schedule dated 5/19/22 (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 on Materials and Labor	\$
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 No P.O. Box 19028 Seattle, WA 98109-1028	rth
Ву:	By: Date Philip Summer Contracts & Procurement M	 Date 1anager

SEATTLE HOUSING AUTHORITY

Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information
Name of Business
Address of Business
Name of Business Owner
Phone Number of Business Owner
Email Address of Business Owner
Preferred Contact Information
☐ Same as above
Name of Preferred Contact
Phone Number of Preferred Contact
Type of Business (select from the following options):
□Corporation □Partnership □Sole Proprietorship
□Limited Liability Company □ Other (please specifiy)
Select from ONE of the following three options below that applies:
☐ At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).
☐ At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).
(frontside)



Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to the Housing Authority of the City of Seattle may have their contracts terminated for default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

5)	
Print Name:	
Signature:	Date:
*Certification expires within six months of the date of signature	
Information regarding Section 3 Business Concerns can be found at 2	4 CFR 75.5
FOR ADMINISTRATIV	VE USE ONLY
Is the business a Section 3 business concern base	ed upon their certification?
EMPLOYERS MUST RETAIN THIS FORM IN TH	EIR SECTION 3 COMPLIANCE FILE

(backside)



The Housing Authority of the City of Seattle

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits for City of Seattle FY 2021

Income Limits Category	FY 2021 Income Limits			
Extremely Low Income Limits (30%)	\$24,300			
Very Low Income Limits (50%)	\$40,500			
Low Income Limits (80%)	\$63,350			

See https://www.huduser.gov/portal/datasets/il.html for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.



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.

Addres City, St	s: ate, Zip:		
	PRINCIPAL(S) Name(s)	Title(s)	
1			
2			
3			
4			
5			
0	tractor's Signature Printed Na	 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:

- An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- 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;

Contractor's Cirm Name:

- b) Is in a position to influence or control the use of those funds; or,
- 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 https://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: any of the sub- contracting firm suspended or ineligible from in- that the Seattle Housing Author obligated to submit the following	volvement by Federal, State or rity (SHA) relies on this certifi	s principals are debarre or Local Government.	I understand
 A certification for any new s A renewal certification for evaluate if the Contract Time ex 	very sub- contractor on the a		
(Note: In lieu of this certification certification signed by each sub- eligibility. It is the Prime Contra- individual sub-contractor certification.	 contracting firm to SHA as actor's responsibility to initiate 	evidence of sub- contra	actor
Prime Contractor's Signature	Printed Name	Title	Date
Sub- Contractor Firm Listing NONE.)	: (<mark>If sub- contractors are not i</mark>	nvolved in the project,	please enter

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.



must be executed by a partner.

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 (April 22, 2022) 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

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 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



Attachment A, Version 2

(\$35,000 to \$250,000)

Request For Bid (by e-mail)

The work described in the Request For Bid (by e-mail) is subject to the following terms and conditions:

<u>Bidder Responsibility</u>: 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:

- 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;
- 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
- Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- 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.
- 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.

<u>Prevailing Wages:</u> 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 e-mail) 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:

- 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 \$250,000 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
- Additional Insured Endorsement Ongoing Operations: The Seattle Housing Authority, the Rainier
 Vista NE Limited Partnership, and the High Point South Limited Partnership must be included as an
 Additional Insureds 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 Seattle Housing Authority, the Rainier Vista NE Limited Partnership, and the High Point South Limited Partnership as additional insureds 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.
- 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
- 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.

<u>Performance & Payment Bond Requirements</u>: 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.

<u>Tax Exempt Status of SHA:</u> 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.

<u>Protests:</u> 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 e-mail) 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.

<u>Performance Evaluation:</u> 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 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Each bidder is required to submit with its Bid a Section 3 Business Certification form. Failure to complete this form may render a bid non-responsive.

A. <u>Section 3 Contract Language</u>: The following language regarding Section 3 will be included as part of the contract to be executed based on this solicitation:

Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and its implementing regulations set forth at 24 CFR 75 (as each of the same has been or may be amended, modified, or replaced from time to time, and including any successor statutes or regulations, collectively, "Section 3"), and with this Section.

- The work to be performed under this Contract is subject to the requirements of Section 3.
- Contractor will require its subcontractors to comply with Section 3. As evidenced by its execution of this Contract, Contractor certifies that it is under no contractual or other impediment that would prevent it from complying with Section 3.
- 3. Contractor will include this Section 3 clause in every subcontract and will take all necessary steps to ensure compliance with Section 3 by its subcontractors. Upon a finding that a subcontractor is in violation of Section 3, Contractor will take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of Section 3.
- 4. Contractor will provide certifications in form and substance required by Owner, at such times as Owner may request, certifying (i) Contractor's compliance with Section 3, and (ii) as to such facts and circumstances pertaining to Section 3 as Owner may require or request, including certification with respect to total number of labor hours worked under this Contract, labor hours worked by Section 3 Workers (as defined in Section 3), and labor hours worked by Targeted Section 3 Workers (as defined in Section 3).
- Contractor's noncompliance with Section 3 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
- Contractor agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Section __ or otherwise to ensure compliance with Section 3.