

REQUEST FOR BIDS (by Email)

Data: 0/22/2022	To: Potential Bidders for SHA So	ligitation					
Date: 9/22/2022	#5666 Mold Remediation at 5043 Delridge Ave SW						
The work described below is subject to the conditions described on Attachment A, version 1 🛛 version 2 🗌							
SHA Reference No.:	(Federal Prevailing Wag			(State Prevailing Wages)			
5666	Federal Wage Decision	<u>lo.:</u>	OR	Date of State Prevailing Wage			
0000	HUD Non-Routine Maintenance		UK	Schedule:			
	2/1/21 through 12/31/2	2)		N/A			
	For Questions Contact:		Phone No.:	(206) 615-3378			
Complete Work: 10 Days from the Notice to Proceed (NTP) Date	Contract Administrator	nstruction	E maile				
Project Description / Scope of Work			E-mail: purchasing@seattlehousing.org See Scope of Work below.				
Project Description / Scope of Work: 🛛 See Scope of Work attached. 🗌 See Scope of Work below.							
This project is estimated to betw	een \$20,000.00 and \$25,000.00						
PRE-BID SITE VISIT: Access and	d Parking is limited so Bidders inte	rested in vis	iting the Site o	an contact the Project Manager			
Terrance Scott at (206)770-6808 or <u>te</u>	rrance.scott@seattlehousing.org in						
meet on-site at 5043 Delridge Ave SV	N.						
DEADLINE FOR QUESTIONS - OCTOBER 11, 2022, NO LATER THAN 5:00 PM Pacific Time (PT).							
Email your questions to: purchasing		e Solicitatior	n #5666 in the	e Subject Line of the e-mail and			
identify the Contract Administrator i	n the body of the e-mail.						
BID DUE DATE AND TIME: OCTO	DBER 25, 2022, AT 2:00 PM PACIFIC	C TIME (PT)					
		nclude Solid	itation #5666	in the Subject Line of the e-mail and			
identify the Contract Administrator i	identify the Contract Administrator in the body of the e-mail.						
The bidder is responsible for ensuri	ng that its Bid is received prior to t	the deadline	. Bids receive	ed after the deadline will not be			
considered.							
Bids for Small Works Roster advertis Small Works Roster at the time bid is							
				ising Authority. All companies on the			
roster must meet the agency's minin							
debarment lists.				-			
BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA(S) NUMBER(S):							
		ition if hidd	r has nover a	topo business with SHA it must			
BIDDER MUST COMPLETE THE submit a vendor fact sheet with its t							
	ete the attached Detailed Bid Price						
				•			
Basic Bid Price (without Sales Tax)				Total Bid Price (with Sales Tax)			
	(see Attachment A)						
Bidder's Business Name:	Telephone No.:			E-Mail Address:			
Diadel 3 Dusiliess Indilie.							
Address:	1		City, State, Z	ip Code:			
Business Classification:		Contractor	Registration N	NO.:			
🗌 WBE 🗌 MBE 🗌 MWBE	Section 3						
-		•					

Signature:		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.

- ATTACHMENT A: Version 1 (Less than \$35,000.00)
- ATTACHMENT B: Summary of Work
- ATTACHMENT C: HUD Non-Routine Maintenance Rates (Effective 2/1/21 through 12/31/22)
- ATTACHMENT D: Sample Contract
- ATTACHMENT E: COVID-19 Vaccination Policy for Contractors
- ATTACHMENT F: Forms
 - 1. HUD 5369A Representations, Certifications & Other Statements of Bidders
 - 2. SHA Vendor Fact Sheet
 - 3. Section 3 Business Concern Certification, Sample Monthly Reporting Form and Sample Self-Certification Form
 - 4. Suspension and Debarment Compliance Certificate for Contractor/Subcontractor
 - 5. For-Profit Subgrantee and Contractor Certifications and Assurances
 - 6. SSB5301 Certification of Compliance with Wage Payment Statutes
 - 7. Non-Collusive Affidavit

SUBMISSION CHECKLIST – MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID

- _____ Request for Bids
- HUD 5369A Representations, Certifications & Other Statements of Bidders
- _____ SHA Vendor Fact Sheet
- Section 3 Business Concern Certification
- Suspension and Debarment Compliance Certificate for Contractor/Subcontractor (as applicable)
- _____ For-Profit Subgrantee and Contractor Certifications and Assurances
- _____ SSB5301 Certification of Compliance with Wage Payment Statutes
- Non-Collusive Affidavit



Attachment A, Version 1

(Less than \$35,000)

Invitation to Bid (by E-Mail)

The work described in the Request for Bid (by E-Mail) 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) <u>https://www.sam.gov/portal/public/SAM/</u> 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 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:

- 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.

<u>Bid Bond</u>: 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 SHA's General Conditions for more details):

- 1. <u>Commercial General Liability Insurance</u>. \$1,000,000 each occurrence, and \$2,000,000 aggregate
- <u>Additional Insured Endorsement Ongoing Operations</u>: 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. <u>Additional Insured Endorsement Completed Operations</u>: 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. <u>Employers Liability policy or Washington Stop Gap Liability insurance endorsement:</u> \$1,000,000 each accident
- 5. <u>Workers Compensation coverage</u>.
- 6. <u>Commercial Automobile Liability Insurance.</u> \$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.

No Contract Bond: Consistent with the requirements of State law (RCW 39.04.155), SHA is not requiring a Contract Payment and Performance Bond.

<u>Retainage Requirements:</u> SHA will retain five(5) percent of the contract amount for a period of thirty days after date of final acceptance.

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.

<u>Protests:</u> Any protest of award shall be resolved in accordance with SHA's Procurement Policies, which may be reviewed at <u>SHA website</u>.

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 <u>SHA website</u>, 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 <u>SHA website</u>.

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.

- 1. The work to be performed under this Contract is subject to the requirements of Section 3.
- 2. 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).
- 5. 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.
- 6. 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.

ATTACHMENT B

Mold Remediation at 5043 Delridge Way SW

Summary of Work

The purpose of this work is to address mold growth below livable units and provide a safe working environment for SHA staff to complete further work in space. Work shall include all materials, equipment, mobilization, preparation, removal clean-up, vacuuming, disposal, sampling/testing fees, documentation and other associated costs necessary for the complete removal and disposal of mold in accordance with industry standards.

Scope of Work

Gypsum board mold abatement "removal" - Remove gypsum board on all walls and ceilings. Dispose according to industry standards (Appx. 4,000 Sq. ft.).

Insulation, mold abatement and disposal - Remove perimeter wall and ceiling insulation. Dispose according to industry standards (Appx. 1,200 sq. ft.)

Scrub and treat all framing members walls and ceiling

Board small window "create temporary exhaust".

ATTACHMENT C Maintenance Wage Rate Decision **HUD FORM 52158** U.S. Department of Housing and **Urban Development** (06/2006)Office of Labor Relations Wage Decision Type: LR 2000 Agency ID No: Agency Name: **Seattle Housing Authority WA002A** Routine Maintenance **190 Queen Anne North** Nonroutine Maintenance Seattle, WA 98109 Effective Date: Expiration Date: February 1, 2021 December 31, 2022 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** 1-25-2021 **HUD Labor Relations** Date (Name, Title, Signature) HOURLY WAGE RATES WORK CLASSIFICATION(S) BASIC WAGE FRINGE BENEFIT(S) (if any) \$58.35 \$24.42 **Elevator Mechanic** \$31.99 \$17.55 Sheet Metal Worker \$30.87 \$17.26 **Furnace Installer** \$31.10 \$17.32 Roofer \$26.04 \$16.00 **Truck Driver** \$24.30 \$17.25 Laborer \$19.63 \$14.33 Asphalt Raker \$19.56 \$31.24 Carpenter \$36.87 \$20.44 Electrician \$22.08 \$18.23 Floor Coverer \$39.40 \$19.56 Glazier \$20.95 \$18.23 Painter \$27.96 \$16.50 Low Voltage Technician \$38.92 \$21.70 Plumber \$30.64 \$17.20 **Tree Arborist** \$18.72 \$15.02 Landscaper \$19.68 \$14.34 **Fence Installer** \$38.50 \$19.24 **Power Equipment Operator** \$40.14 \$19.67 Brick Mason

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) LR Staff Initial

FOR HUD USE ONLY LR2000:

Log in:

Log out:

PREVIOUS EDITION IS OBSOLETE

Maintenance Wage Rate Decision	U.S. Depa	rtment of Housing and	HUD FORM 52158	
		an Development	(06/2006)	
Agonov Namo:	Offic	e of Labor Relations	Wage Decision Type:	
Agency Name: Seattle Housing Authority		WA002A	Routine Maintenance	
190 Queen Anne North		THROUGH STATE	☐ Nonroutine Maintenance	
Seattle, WA 98109		Effective Date:	Expiration Date:	
		February 1, 2021	December 31, 2022	
The following wage rate determination is made pursu agencies), or pursuant to Section 104(b) of the Native housing agencies). The agency and its contractors n the type of work they actually perform.	American Housir	g Assistance and Self-determination	n Act of 1996, as amended, (Indian	
Eugene Hairston, SLRS		1-25-2021		
HUD Labor Relations		Date		
(Name, Title, Signature)				
		HOURLY WAGE RATES		
WORK CLASSIFICATION(S)		BASIC WAGE	FRINGE BENEFIT(S) (if any)	
continued - Page 2 Pipe Layer Vehicle Mechanic Engineer Pest Control Technician Solid Waste Laborer Solid Waste Vehicle Mechanic Solid Waste Worker, CDL Window cleaner: Scaffold Non-Scaffold		\$35.66 \$24.78 \$43.09 \$25.31 \$29.37 \$30.13 \$26.04 \$17.50 \$17.50	\$18.50 \$18.99 \$20.44 \$18.24 \$17.40 \$19.48 \$19.82 \$13.77 \$13.77 \$13.77	
			The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) LR Staff Initial FOR HUD USE ONLY LR2000:	
			Log in:	
			Log out:	

Contract No.

CONSTRUCTION AND MAINTENANCE SERVICES

for

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 ______, hereinafter referred to as the "Contractor." The Contractor and the Owner agree as follows:

<u>SECTION 1</u>: 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 1 (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 Select One dated (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	\$
Additive No.(s)	\$
Deductive No.(s)	\$
Subtotal	\$
Sales Tax	\$
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 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:_____

By:__

Date

Philip Summer Deputy Director of Procurement and Contracts Date

LastRevised 01-11-16

SHA MANUAL Procurement Code: Effective Date: 3/18/2022 Page No.: 1

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;

- 1. New construction projects;
- 2. 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
- 4. 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

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:

- 1. 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 <u>must</u> be vaccinated regardless of any applicable religious or medical exemptions.
- 3. 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.