

REQUEST FOR BIDS

LED Lighting Upgrades, Phase III Solicitation No. 5961

ADDENDUM NO. 3
Issue Date September 8, 2025

This Addendum containing the following revisions, additions, deletions and/or clarifications, is hereby made a part of this solicitation and Contract Documents for the above-named project. Bidders/Proposers shall take this Addendum into consideration when preparing and submitting their response to this solicitation.

This Addendum adds a new section (see Item 1 below), lists questions received and SHA's responses (see Item 2 below), extends the Deadline for Questions (see Item 3 below), and extends the Bid Due Date (see Item 4 below).

Item 1. ADD Section 00200, Instructions to Bidders.

Item 2. The following is a list of questions received and SHA's responses to those questions.

Question 1. I have a quick question regarding the bid security: instead of providing a bid bond form, would it be acceptable to submit a cashier's check for 5% of our bid amount with our packet? I just want to make sure we are following the correct procedure before finalizing submission.

Response: Yes. For more information see Article 2.05 of Section 00200 "Instructions to Bidders", attached to this addendum.

Note: Bid Guaranty has the same deadline as the Bid Form and all require 4d accompanying documents and should be submitted together. If the Bid Guaranty cannot be provided electronically, it is the Bidder's responsibility to arrange for an alternative delivery method wherein SHA will receive the Bid Guaranty by the Bid Due Date and Time.

Item 3. The **DEADLINE FOR QUESTIONS** is extended to **11:00 AM, Thursday, September 11, 2025.**

Item 4. The **BID DUE DATE AND TIME** is extended to **11:00 AM, Friday, September 19, 2025.**

END OF ADDENDUM NO. 3

Revised 03-14-25

SECTION 1 BID REQUIREMENTS AND CONDITIONS

1.01 Responsible Bidder

- A. The Seattle Housing Authority (hereinafter "Owner") will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Owner will consider such matters as the bidder's:
1. Integrity;
 2. Compliance with public policy and bid requirements;
 3. Record of past performance; and
 4. Financial and technical resources (including construction and technical equipment).
- B. Before a contract is awarded, the bidder may be asked to submit a statement or other documentation regarding the items in paragraph A above. A bidder's failure to provide the requested information will render the bidder non responsible and ineligible for award of the contract.
- C. As provided in RCW 39.04 or 2 CFR 200, a bidder must meet the following responsibility criteria:
1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - Electrical Contractor License, if required by Chapter 19.28 RCW
 - Elevator Contractor License, if required by Chapter 70.87 RCW
 - Plumbing Contractor License, if required by Chapter 18.106 RCW
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
 5. 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/SAM/> or the Department of Housing and Urban Development's "Limited Denial of Participation" list. This requirement also applies to the Bidder's principals.

6. Have completed training requirements under RCW 39.04.350 before bidding on public works projects as determined by the Washington State Department of Industries OR are exempt from the training requirements under RCW 39.04.350.
 7. Within the three-year period immediately preceding the date of the proposal submittal, has not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 8. Meets any supplemental criteria requirements. If Owner has established supplemental responsible bidder criteria for this contract, the requirements are in Section 00210 Supplemental Responsible Bidder Criteria.
- D. As required by RCW 39.06.020, bidders must verify responsibility criteria for each first tier Subcontractor. A Subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include confirming that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria including possession of an electrical Contractor's license if required by RCW 19.28, and an elevator Contractor's license if required by RCW 70.87.
- E. If Owner finds a bidder to be not responsible, Owner will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described in subsection 3.11 below. If the final determination affirms the finding that the bidder is not responsible, Owner will not execute a contract with any other bidder until two (2) business days after the final determination is sent by Owner to the bidder determined to be not responsible.

1.02 EXAMINATION OF CONTRACT DOCUMENTS

- A. The bidder shall verify that all documents, upon which the bidder is basing its bid, are full and complete with no missing pages, sheets, or unintentional blank spaces, and that the bidder has received all addenda issued prior to the bid opening date.
- B. Each bidder shall thoroughly examine the Bid Documents and strictly comply with all instructions and provisions contained therein.
- C. The submission of a bid shall constitute an acknowledgement upon which the Owner may rely that the bidder has thoroughly examined, and is familiar with, the Bid Documents and has reviewed and inspected all applicable federal, state and local statutes, ordinances, regulations, environmental assessments or impact statements relating to the work, and all permits that have been applied for or issued pertaining to the Work.

- D. A bidder's failure, for any reason, to receive, examine, or understand any of the Bid Documents, statutes, ordinances, regulations, or permits shall not relieve the bidder from any obligations with respect to the bid or to the contract. Bidders bear full responsibility for any errors or misunderstandings in its estimating and preparing the bid.

1.03 INSPECTION OF WORK SITE

The construction site is available for bidders' inspection. Bidders who fail to inspect the work site do so at their risk and peril.

1.04 EXPLANATIONS AND INTERPRETATIONS TO BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request the explanation by the time period specified in the Bid Documents. Requests must be submitted in writing. The only oral clarifications that will be provided will be those related to bid solicitation procedures. No other oral explanation or interpretation will be provided or may be relied upon by bidders for any reason. Any information given a prospective bidder concerning this solicitation that is necessary for submitting bids, or that would prejudice other prospective bidders is not disclosed, will be furnished promptly to all other prospective bidders as a written amendment to the solicitation.
- B. Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

1.05 ADDENDA

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- B. Bidders shall acknowledge receipt of any addenda to this solicitation:
1. by signing and returning the addenda,
 2. by identifying the addendum number and date on the Bid Form, or
 3. by letter, telegram, or facsimile, if those methods are authorized in the solicitation.
- The Owner must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any addenda will result in rejection of the bid if the addenda contained information which substantively changed the Owner's requirements.
- C. Addenda will be posted on the website(s) specified in the Bid Documents as well as on file in the offices of the Owner. It will not be emailed to contractors.

1.06 SOCIAL EQUITY

A. GENERAL: The Owner's social equity policies and goals for employment and contracting identify key objectives that Owner will promote and encourage in this ITB. Provisions of these Bid Documents related to social equity policies and goals include, but are not limited to Sections 00200, 00700, 00800, and 00875, if applicable. Bidders shall carefully review all provisions in the Bid Documents and take such provisions into account when preparing and submitting their bids, including the Community Participation Plan requirements and Community Workforce Agreement (CWA) as applicable.

B. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION: It is the policy of the Owner that no one contracting with the Owner shall deny any person, on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status, political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person the benefits of, or exclude any person from participation in, the award and performance of any work under contracts and agreements awarded by the Owner, and that everyone doing business with the Owner shall afford equal, non-discriminatory opportunities to potential subcontractors, subconsultants, and suppliers on contracts and agreements awarded by the Owner.

It is the policy of the Owner that practices of employment discrimination against any person on the basis of race, creed, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, Vietnam-era veteran status, disabled veteran status, political affiliation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Owner encourages bids from firms that demonstrate a commitment to equal employment opportunity and bids from firms that employ a workforce that reflects the region's diversity.

C. EMPLOYMENT AND TRAINING: The Owner is committed to maximizing employment and training opportunities. This commitment includes a commitment to ensuring both formal and on-the-job training and work experiences for women and minorities and Section 3 eligible persons.

1. APPRENTICE UTILIZATION: For contracts where the Owner's estimate is \$1,000,000.00 or more or for contracts covered by the Owner's CWA, the Apprentice Utilization Goal is 15% of total contract labor hours and applies as set forth in Section 00800 or 00875, if applicable. The bidder, by submitting a bid certifies that, if awarded the contract, it shall make good faith efforts to locate, qualify and help increase the skills of apprentices on the Project and comply with the apprenticeship provisions of the Contract.
2. EMPLOYMENT OF WOMEN AND MINORITIES: The Owner has established employment goals for the workforce of the Project of not less than 21 percent minorities and 20 percent women, with an employment subgoal of 4.5 percent for minority women.

3. SECTION 3 EMPLOYMENT: The Owner has established, as a goal that 100% of all new hires for the Project shall be Section 3 eligible persons. The bidder, by submitting a bid certifies that, if awarded the Contract, it will make good faith efforts to locate and provide first priority to Section 3 eligible persons in filling new hire positions on the Project.
4. If a CWA applies to the Project, additional or other requirements for employment and training may apply as outlined in Section 00875, Paragraph 1.09, if applicable.
5. Each bidder shall affirm its intent to utilize good faith efforts to comply with these provisions through the submission of the applicable Community Participation Plan form contained in Section 00330.

D. PARTICIPATION BY SMALL BUSINESSES, SECTION 3 BUSINESSES, AND WOMEN AND MINORITY BUSINESSES:

1. The Owner promotes and encourages small business participation, which also includes Section 3 and women and minority owned businesses (WMBEs). The Owner encourages bids that involve such participation as prime contractors, joint venture partners, or subcontractors, including, lower-tier subcontractors. Such participation, however, is not required to respond to this solicitation. Any goals that the Owner has established for small business /WMBE/Section 3 business participation are specified in Section 00800 or Section 00875, if applicable.
2. Each bidder shall make good faith efforts to reach out to such businesses to assure participation by these firms and shall provide the Owner with documentation of its efforts through the submission of the applicable Community Participation Plan form, contained in Section 00330. The Owner will evaluate the Community Participation Plan as part of its Bidder Responsibility Review. Examples of good faith efforts are outlined in Section 00800 or Section 00875, if applicable.
3. The Section 3 contract clause contained in Section 00700 of the General Conditions, Part 11, will be included as part of the Contract to be executed based on this ITB.

1.07 CONTRACT COMPLIANCE REQUIREMENTS

- A. Monthly Community Participation Plan Reporting: As described in this Section, Section 00800, or Section 00875, the Contractor shall report on a monthly basis its progress in achieving its goals as identified in its Community Participation Plan or other related documents, such as documents resulting from a Community Workforce Agreement, if applicable, concerning the social equity requirements established for the Project.

- B. Monthly Community Participation Plan Meetings: As described in Section 00800 or Section 00875, the Contractor and select subcontractor(s) may be required to attend monthly meetings at the Owner's request to discuss implementation of the Community Participation Plan. Some of these meetings will be held after business hours, such as the Owner's monthly Section 3 Advisory Committee meeting which is held every month and is attended by members of the community and business representatives. Other meetings may be required as a result of other related requirements, such as a Community Workforce Agreement, if applicable.

1.08 PREVAILING WAGES

- A. The Work is subject to prevailing wage requirements. Prevailing wage requirements vary depending on the funding source(s) of the project.
- B. If the Project is non-federally funded, the wage requirements of RCW Chapter 39.12, RCW Chapter 49.28, as amended or supplemented apply. These wage requirements are specified in Part 5 of the General Conditions for Construction.
- C. If the Work is federally funded, either the federal Davis-Bacon Act and Related Regulations will apply or the HUD Determined Non-Routine Maintenance Wage Rates and provisions will apply. These wage requirements are specified in Part 11 of the General Conditions for Construction.
- D. Copies of the applicable Wage Decision established for the Project are included in Section 00830.
- E. Bidders shall examine and be familiar with such requirements as well as any requirements included in subsections 1.06 and 1.07 of this Section as well as any requirements stated in Sections 00700, 00800, and 00875 concerning the Owner's social equity programs. No claim for additional compensation will be allowed that is based upon lack of knowledge or error in interpretation of any such requirements by the Contractor.

SECTION 2 BID PREPARATION AND SUBMISSION

2.01 FORM OF BID

- A. Bids shall be made on the Bid Form provided in Section 00300.
- B. The Bid Form shall be completed in its entirety and prices entered for each Bid item and a total in the extended price column.
- C. If a CWA applies to a Project, bidders must submit as part of their bid a completed and signed Letter of Assent. See Section 00875 for more information.
- D. Bids that contain omissions, erasures or irregularities of any kind may be deemed nonresponsive and rejected. Any qualification, addition, limitation or provision attached to or contained in a bid may render the bid non-responsive.

- E. No verbal, facsimile, email, telegraphic, or telephonic bids or modifications will be considered.
- F. The bid shall be signed and the bidder's name typed or printed on the bid sheet or each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid.
- G. The bid shall be signed by a person authorized to legally bind the bidder.
- H. If the bid is made by a partnership or joint venture, it shall contain the names of each partner, the mailing address of the partnership or joint venture, and shall be signed in the firm name, followed by the signature of the person signing, indicating that person's position in the partnership or joint venture. If the bid is made by a partnership or joint venture, a certified copy of the resolution or agreement empowering such representative to execute the bid and bind the firm, partnership or joint venture shall be furnished upon request to Owner.
- I. A bidder, upon request of, shall provide copies of Articles of Incorporation, partnership or joint venture agreements, and any other documents evidencing the legal status of the bidder and the authority of the officer signing the bid and executing the Contract.
- J. If the bid is signed by an agent of the bidder, the bid shall be accompanied by evidence of the agent's authority to bind the bidder.
- K. If the Bid Documents require bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders shall insert the words "No Bid" in the space provided for any items on which no prices are submitted.

2.02 SUBMISSION AND RECEIPT OF BIDS

- A. Bidders shall deliver bids no later than the date and time specified in the Advertisement for Bids or Section 00020. If delivering to the Physical **Address**: The Housing Authority of the City of Seattle, 101 Elliott Avenue W, Suite 100, 1st Floor Reception, Seattle, Washington, 98119. If delivering to the **Mailing Address**: The Housing Authority of the City of Seattle, PO Box 79015, Seattle, WA 98119.
 - 1. The Bid submittal shall be submitted in a sealed envelope and clearly marked with the words "BID DOCUMENTS" the Invitation to Bid ("ITB") number, any project or identifying number, the Bidder's firm name, address, and telephone number and the date and time for receipt of bids.
 - 2. Bids that are properly submitted will be publicly opened and read aloud.
- B. Owner will not accept bids after the time specified for receipt of bids in the Bid Documents. In the event that the bid submittal is delivered after the time specified, the bid will not be accepted and the submittal envelope will not be opened.

- C. Owner will not be liable for delays in delivery of bids to due to handling by the U.S. Postal Service, or any other type of delivery service. Owner will keep bids unopened until the time of the bid opening.
- D. Owner reserves the right to postpone the date and time for submittal of bids at any time prior to the bid opening or to delay or reschedule the bid opening for its own convenience.
- E. The time stamp clock located at the Reception Desk on the 1st Floor of the Reception office at 101 Elliott Avenue W, Suite 100, Seattle, Washington 98119 is Owner's official bid clock for this ITB. Timeliness of bid submittals will be determined using only this clock.
- F. Owner reserves the right to cancel, revise, or amend this ITB and associated Bid Documents up to the time specified for receipt of bids in the Bid Documents.

2.03 TOTAL BID PRICE

The total bid price, as shown on the Bid Form shall include all costs for the performance and completion of the Work and fulfillment of the Contract, including but not limited to, applicable taxes imposed by law, furnishing all labor, materials, equipment, tools, transportation, plant and other facilities, and all management, superintendence, services, field design, and all operations necessary to perform and complete the Work within the Contract Time.

2.04 TAXES

A. Retail Sales Tax:

1. Purchases of Labor. Unless otherwise specified on the Bid Form, the Contractor's bid price shall not include Washington State retail sales tax or the compensatory use tax for labor or services in the performance of the Contract.
2. Purchases of Materials. Unless otherwise specified on the Bid Form, the Contractor's bid price should include the retail sales tax or the compensatory use tax on material only. (In accordance with Chapter 90, Laws of 1975, First Extra Session, all materials purchased by a contractor in the performance of a contract let by the Owner are subject to Washington State retail sales tax or the use tax, effective July 15, 1975). All taxes imposed by law shall be included in the total bid price, unless otherwise specified on the Bid Form. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

B. Federal Excise Tax

The price quoted by the Contractor shall include all applicable Federal Excise Taxes. The amount of the excise tax will be deducted from the contract price by the Owner when tax refunds are permitted and authorized under applicable law. The Contractor shall show the amount of Excise Tax in its bid.

2.05 BID GUARANTY

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of the Owner. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

2.06 BIDDER/SUBCONTRACTOR LIST

In compliance with RCW 39.30.060, for any public works contract estimated to cost one million dollars or more, each bidder shall complete and submit the Bidder/Subcontractor List form, Section 00320, naming those Subcontractors with whom the bidder, if awarded the Contract, will subcontract for performance of the Work of structural steel installation and rebar installation; heating, ventilation and air conditioning; plumbing; and electrical, or to name itself for the Work. The bidder may list no more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, additives, or deductives, in which case the bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor will be used for which alternate, additive, or deductive. Failure of the bidder to complete and submit the Bidder/Subcontractor List(s) as required shall render the bidder's bid non-responsive and, therefore, void.

Section 00320, the Bidder/Subcontractor List, must be submitted with the bid. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work shall render the bidder's bid nonresponsive and, therefore, void.

No changes shall be made to any Bidder/Subcontractor List following bid submittal.

2.07 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS

A. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
2. Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the Owner that the late receipt was due solely to mishandling by the Owner after receipt at the Owner; or

3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

B. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph A of this provision. The modification may not disclose the original or revised bid amount, but only the amount of the modification. The Owner shall not be responsible for technical problems involved in the transmission and receipt of the facsimile modification or withdrawal.

C. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

D. The only acceptable evidence to establish the time of receipt at the Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence of receipt maintained by the Owner.

E. The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph C of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

F. Notwithstanding paragraph A of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.

G. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission or by e-mail received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

2.08 BID OPENING

All bids received by the date and time specified in the solicitation will be publicly opened and read. The public bid opening will only be conducted via TEAMS meeting and / or telephone. The date, time and link of the public bid opening will be as specified in the solicitation.

SECTION 3 BID EVALUATION

3.01 CLAIM OF ERROR

A. In the event a bidder wishes to claim a material error in its bid, the bidder must submit the claim of error in writing to the Senior Contract Administrator named in the Owner's Bid Form, no later than twenty-four (24) hours after the bid submittal time or the claim will not be considered.

B. The request must be a sworn affidavit under penalty of perjury that (i) states that the bid contains an error, (ii) describes the manner in which the error occurred, (iii) provides the amount of the intended price, (iv) has the original worksheets used in the preparation of the bid attached that demonstrates the error, (v) states that the bidder is requesting withdrawal of its bid and (vi) certifies that the worksheets are the originals used in the preparation of the bid. The Owner reserves the right to require the submittal of other bid records or information, as Owner may deem necessary to evaluate the claim of error.

C. Any review by Owner of a bid or claim of error (including supporting evidence) creates no duty or liability on to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the bidder.

D. In the event the bidder demonstrates a material error in the Bid to Owner's satisfaction, Owner may allow that bidder to withdraw its bid, without prejudice.

E. A low bidder who claims error on a public works project and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

3.02 VALIDITY OF BIDS

A. All bids submitted in accordance with the Bid Documents shall be valid and binding on the bidder for a period of sixty (60) days following the bid submittal date.

B. If the Contract has not been awarded within the specified time period, the bids will expire and will no longer be valid unless the bidder grants a written extension to Owner.

- C. Owner reserves the right to request extensions of the award period from the bidder. Upon such extension, bids and Bid Guaranties shall remain valid and enforceable until execution of the Contract.

3.03. BID TABULATION

- A. Owner reserves the right to correct mathematical errors that are obvious on the face of the bid.
- B. After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item unit price and the extended amount of any bid item shall be resolved by accepting the bid item unit price as correct.
- C. The low bid shall be determined by the summation of bid item prices or bid item price extensions, corrected where necessary, plus any Additives, Alternates, and/or Deductives that the Owner decides to include in the Contract Award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses.
- D. The summation of extensions, corrected where necessary and including sales tax, if applicable, will be used for Award purposes, to fix the awarded Contract Sum, and the amount of the Payment and Performance Bonds.

3.04. BID REVIEW:

- A. The Owner will evaluate bids in response to this solicitation generally without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Owner considering only price and any price-related factors specified in the solicitation.
- B. Owner's evaluation will include evaluation of the bidder's good faith efforts as outlined in its Community Participation Plan and an evaluation of the bidder's compliance with the mandatory responsibility criteria specified in subsection 1.01 of this Section as well as any Supplemental Bidder responsibility criteria described in Section 00210. The documentation must demonstrate that the bidder is qualified to perform the work based on the firm's successful completion of past work and the firm's compliance with legal and contractual requirements. The Owner reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.
- C. The Owner reserves the right to arrange the Bid Form with Alternate, Additive, and/or Deductive items, if such be to the advantage of the Owner. The bidder shall bid on all Alternates, Additives and Deductives in the Bid Form.
- D. In the case of tie low bids, award shall be made in accordance with the Owner's written policy and procedures.

E. Unless precluded elsewhere in the solicitation, the Owner may accept any item or combination of items bid.

F. Reciprocal Preference for Resident Contractors:

A nonresident Contractor is a Contractor who does not have a physical office located in Washington at the time of bidding and is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts per RCW 39.04.380. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation the state where the contractor's business entity was formed. For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington state contractor bid amounts.

See example below:

EXAMPLE:

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05

Alaska CPD Total	\$ 5,000
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Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	+5,000

Nonresident Disadvantage Total	\$105,000
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If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsive and responsible bidder.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the Washington bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsive and responsible bidder.

3.05 BID EVALUATION CONFERENCE

- A. At Owner's request, a bidder shall attend a bid evaluation conference. Upon the Owner's request, the bidder shall bring to the conference any supporting bid related documents required by Owner for review. Owner reserves the right to conduct concurrent evaluations of multiple bids, including holding bid evaluation conferences with multiple bidders.
- B. By conducting a bid evaluation conference, Owner does not waive its right to make determinations regarding responsiveness of bids and responsibility of the apparent low bidder(s) or to reject any or all bids.

3.06 REJECTION OF BIDS

- A. Owner may reject any bid, or all bids for any reason, including, but not limited to the following:
 - 1. Any omission, erasure, or irregularity of the Bid Form;
 - 2. Any qualification, addition, limitation, or provision attached to or contained in the bid;
 - 3. Any bid that omits a price on any item on the Bid Form;
 - 4. Any of the bid item prices are excessively unbalanced, either above or below the amount of a reasonable bid, to the potential detriment of Owner. (A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work).
 - 5. Any bid accompanied by insufficient or irregular Bid Guaranty; or
 - 6. Any bid determined to be non-responsive by Owner.
- B. Owner reserves the right to waive informalities and irregularities related to the bidding process.

3.07 DISQUALIFICATION OF BIDDERS

- A bidder may be deemed not responsible and be disqualified from Award if:
- 1. The bidder does not meet the bidder responsibility criteria in RCW 39.04.350(1);
 - 2. The bidder appears on the Excluded Parties List System (EPLS) on GSA's SAM (System for Award Management) <https://www.sam.gov/SAM/>
 - 3. The bidder does not meet the Supplemental Bidder Responsibility Criteria, did not provide the completed and signed form or required documentation to evaluate the bidder qualifications, or fails to disclose or submits false or misleading information on the form or in the attached documentation;
 - 4. More than one bid is submitted for the same project from a bidder under the same or different names;
 - 5. Evidence of collusion exists with any other bidder or potential bidder;
 - 6. An unsatisfactory performance record exists as shown by past or current Work for Owner, or for others, as judged from the standpoint of conduct of the Work, environmental or safety compliance records, workmanship, progress, or equal employment opportunity practices;
 - 7. The bidder failed to settle bills for labor or Materials on past or current contracts;

8. The bidder has failed to complete a public Contract or has had a public Contract terminated for cause;
9. The bidder has been convicted of a crime arising from a previous public Contract;
10. The bidder is unable, financially or otherwise, to perform the Work;
11. The bidder failed to meet the Social Equity Requirements;
12. If applicable, the bidder failed to attend a mandatory pre-bid conference or site visit; or
13. For any other reason deemed proper by the Owner.

3.08 PROPOSED SUBCONTRACTORS

Owner reserves the right to require a bidder, after bid opening, to submit a statement of experience with references for any proposed subcontractor(s). Owner may reject any subcontractor that is determined not to be responsible and require the bidder substitute that firm for a qualified firm.

3.09 COLLUSION

- A. By submitting a bid, the bidder represents and warrants that such bid is genuine and not collusive or a sham or made in the interest or on behalf of any person or bidder, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- B. If at any time it is discovered that a bidder or Contractor colluded with any other party or parties in presenting a bid or bid(s), then the bid or Contract, if awarded, shall be null and void, and the bidder or Contractor and its sureties shall be liable to Owner for all loss or damage which Owner may suffer thereby. Owner may advertise for a new Contract for the labor, supplies, materials or equipment called for in this Contract, and the rejected bidder or terminated Contractor shall be fully responsible for all costs to Owner of rebid, including any increase in the Contract Sum, and all costs, expenses, or other damages arising out of the rejection of the bid or termination of the Contract. A rejected bidder or terminated Contractor is prohibited from submitting a bid.

3.10 PUBLIC DISCLOSURE

- A. Pursuant to RCW 42.56, et seq., Bids submitted under this ITB shall be considered public records and with limited exceptions will be available for inspection and copying by the public.
- B. Bidders shall specifically designate and clearly label as "CONFIDENTIAL" any and all materials or portions thereof which they deem to contain trade secrets or other proprietary information, which is exempt from public inspection and copying. The bidder shall provide the legal basis for the exemption to upon request.

- C. If a bid does not clearly identify the "CONFIDENTIAL" portions; Owner will not notify the bidder that its bid will be made available for inspection. If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," Owner will determine whether the material should be made available under the law.
- D. If Owner determines that the material is not exempt and may be disclosed, Owner will notify the bidder of the request and allow the bidder ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the bidder fails or neglects to take such action within said period, Owner may release the portions of the bid deemed subject to disclosure.
- E. To the extent that Owner withholds from disclosure all or any portion of bidder's documents at bidder's request, bidder shall agree to fully indemnify, defend and hold harmless from all damages, penalties, attorneys' fees and costs incurs related to withholding information from public disclosure.
- F. By submitting a bid, the bidder consents to the procedure outlined in this paragraph and shall have no claim against by reason of actions taken under this procedure.

3.11 PROTEST AND APPEAL PROCEDURES

- A. Definitions. As used in this provision: "Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- B. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from

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

- C. All protests shall be resolved in accordance with the Owner's protest policy and procedures, copies of which are available on its website at <https://www.seattlehousing.org/do-business-with-us/forms-and-policies>

D. In accordance with Seattle Housing Authority's Procurement Policies and in accordance with RCW 39.04.350:

1. Any protest against the award of a contract based on an Invitation to Bid must be received by the Contracting and Procurement Manager no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is later, or the protest will not be considered. Owner shall not execute a contract "with anyone other than the protesting bidder without first providing at least two full business days' written notice" of Owner's "intent to execute a contract for the project."
2. Any appeal of a decision by Owner to reject a bid submitted in response to an Invitation to Bid must be received by the Contracting and Procurement Manager within two business days after being notified in writing of Owner's decision, or the appeal will not be considered.

SECTION 4 AWARD AND CONTRACT EXECUTION

4.01 NOTICE OF AWARD

A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

4.02 EXECUTION OF THE CONTRACT

- A. Two originals of the Contract Form will be ready for signature by the successful bidder on the first business day following award, or shortly thereafter.
- B. The successful bidder shall sign and return to the Purchasing Division within seven (7) calendar days from the date of Notice of award the following documentation:
 1. One original Contract form signed,
 2. Acceptable evidence of insurance (see Part 2 of the General and Supplementary Conditions).
 3. Provisional Performance and Payment Bonds
- C. The above time limit may be extended by mutual agreement between the Owner and the successful bidder.
- D. Letter of ESD needs to be provided to SHA to confirm the vendor is in good standing.

4.03 FAILURE TO EXECUTE THE CONTRACT

- A. The bidder's bid guaranty will be forfeited if the successful bidder fails to:
 1. Execute the Agreement Form within the required time frame,

2. Furnish satisfactory bond(s) and insurance within the required time frame; or,
3. Refuses to enter into a Contract with the Owner.

B. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids.

4.04 PAYMENT AND PERFORMANCE BONDS

- A. Unless otherwise provided in State law, the successful bidder shall furnish provisional performance and payment bonds for review and approval by SHA with the signed Contract as an assurance of completion. The successful bidder shall deliver to the Purchasing Division within seven (7) calendar days from the date of Contract execution, the approved, final signed and notarized performance and payment bonds in a penal sum of 100 percent of the contract price.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the Contract.
- D. Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the bidder ineligible for award. The Owner may then either award the contract to the next lowest responsible bidder or solicit new bids. The Owner may retain the ineligible bidder's bid guarantee.

4.05 PRECONSTRUCTION CONFERENCE

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Owner and its architect/engineer, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., prevailing wage and social equity provisions of the Contract, including the Community Workforce Agreement, if applicable). The Owner will provide the successful bidder with the date, time, and place of the conference.

4.06 LABOR COMPLIANCE MANAGEMENT TRAINING

- A. The Owner has implemented a web-based Labor Compliance Software Reporting System to enable online submission of certified payrolls as well as social equity reporting. The Prime Contractor and all subcontractors will be required to utilize this web-based software reporting system to enter payroll information and submit payrolls on-line. The Prime Contractor is responsible for compliance of all subcontractors regardless of tier.
- B. SHA staff provides training to contractors and is available for questions during the project.
- C. There is no fee to a contractor to use Labor Compliance Software Reporting System. The contractor can manually enter its payroll data into the system or use a template provided by SHA to upload its payroll data. The template is available in the following formats: XML, Excel, Text and CVS.
- D. In addition to the preconstruction conference, the administrative staff of the successful bidder and its subcontractors (regardless of tier) who will be entering into the system certified payroll and other related information, including but not limited to Social Equity, shall be required to attend a training session at the Seattle Housing Authority Office at 101 Elliott Avenue W, Suite 100, Seattle.

4.07 NOTICE TO PROCEED

After Owner executes the Contract, Owner will issue a written Notice to Proceed (NTP) stating the effective date on which the successful bidder shall commence the Work.

END OF SECTION 00200