

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:

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

1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of the bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable:

* Have Industrial Insurance (workers' compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
* Have a Washington Employment Security Department number, as required in Title 50 RCW;
* Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
* Electrical Contractor License, if required by Chapter 19.28 RCW
* Elevator Contractor License, if required by Chapter 70.87 RCW

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

5. Has not more than one violation of the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370. (Applicable until December 31, 2013)

6. Has not been debarred, suspended, or otherwise ineligible to contract with SHA and is not included on the Excluded Parties List System (EPLS) on GSA’s SAM (System for Award Management) <https://www.sam.gov/portal/public/SAM/> or the Department of Housing and Urban Development’s “Limited Denial of Participation” list. This requirement also applies to the Bidder’s principals.

7. Have completed training requirements under RCW 39.04.350 and RCW 39.06.020 before bidding on public works projects as determined by the Washington State Department of Industries OR have been in business with an active Unified Business Identifier (UBI) number for 3 or more years AND have performed work on 3 or more public works projects.

**Prevailing Wages:** The Contractor must pay all workers at least the prevailing wage rate for the type of work performed in accordance with the applicable prevailing wage rate schedule referenced on the Purchase Order or Request for Bid (by 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.

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

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

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

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

**Protests:** Any protest of award shall be resolved in accordance with SHA’s Procurement Policies, which may be reviewed at [SHA website](https://www.seattlehousing.org/sites/default/files/Procurement%20Policies.pdf).

**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](https://www.seattlehousing.org/sites/default/files/General%20Conditions%20of%20The%20Contract%20For%20Construction_1.pdf), or upon request, a copy of the General Conditions may be obtained by calling SHA at (206) 615-3379.

**Performance Evaluation:** The Contractor’s performance on this project will be evaluated in accordance with SHA’s Contractor Performance Evaluation Program. A copy of the Program may be obtained by accessing [SHA website](https://www.seattlehousing.org/sites/default/files/u2/Performance_Evaluation_Program.pdf).

**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.

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

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](https://www.lawinsider.com/clause/further-acts) 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.