

Electronic bids will be received by the Director, Central Procurement Office (CPO), Port of Seattle, per the Bid Submission Process below until **September 29, 2020 at 2:00 p.m.** for:

Condominium Sound Insulation Program – Villa Enzian Condominiums

Bids will be publicly opened and read aloud via MS Teams or Telephone at 3:00 pm. **Bids received after the published submittal time of 2:00 pm will be rejected.**

Electronic bid submission. Hard copy bids will not be accepted. Bids must be delivered through email to: const-proposal@portseattle.org. It is the responsibility of the Bidder to ensure timely delivery of Bids. The Port of Seattle is not responsible for any costs incurred in response to this Advertisement for Bids.

Press [HERE](#) to get to Bid Opening (ctrl + mouse click) or join by phone [+1 425-660-9954](tel:+14256609954) and use Conference ID: 938 190 812#

Document 00 43 70 - Subcontractor Work Listing and Document 00 83 00.11, Disadvantaged Business Enterprise Proposal Form shall be submitted with the bid or within one (1) hour after the bid submittal time of 2:00 pm.

Each bid must include a bid guarantee in the form of a cashier's check, money order, or surety bid bond, in an amount not less than five percent (5%) of the total bid, made payable to Port of Seattle. A copy of the bid guarantee shall be provided electronically with your bid. Original bid guarantees shall be sent to Patty Brush, Port of Seattle, 17900 International Blvd., Suite 400B, Seatac, WA 98188 no later than 10 calendar days after the bid opening due date and time.

Bids shall include the solicitation number, title, due date and time in the email subject line.

The Port's e-mail server will not accept files larger than 10 MB. If files are larger than 10MB, proposers should send multiple e-mails with the information as set forth in the solicitation above as well as the total number of e-mails submitted by the Bidder.

Port will use the time stamp on the Bidder's e-mail to determine timeliness.

Electronic copies of the Bid Documents for this solicitation can be accessed and printed through the Port's procurement website, VendorConnect, at <https://hosting.portseattle.org/sops/>

The Work includes:

- A. The objective of the Work is to achieve quantitative noise reductions in the condominium units affected by aircraft operations. The work will improve sound reduction of openings in the exterior envelope of each dwelling. Pre-construction acoustical testing has been performed by the Port at selected units. Post-construction testing will also be performed by the Port. The sound testing is used to determine if the program is achieving the noise reduction goals at the selected residential units. There are twenty-eight (28) individual residential units. Fourteen (14) are single bedroom units and Fourteen (14) are double bedroom units.
- B. The work consists of sound insulation measures including, but not limited to, the following:
 1. Selective demolition.

2. Windows.
3. Exterior/interior doors and door assemblies.
4. Storm doors/windows.
5. Access hatches and pull-down stairs.
6. Weather stripping and sealant.
7. Insulation.
8. Drywall.
9. Painting.
10. Addition of Mechanical Ventilation
11. Architectural modifications to support installation of mechanical ventilation.
12. Electrical modifications supporting mechanical ventilation and architectural modifications.
13. Power to mechanical equipment.
14. Installation of hardwired-operated smoke detectors.
15. Note: This contract requires selective removal of asbestos containing materials and lead-containing paint. Refer to Section 02 82 13 and 02 83 19.

A Prebid Meeting is scheduled for **Tuesday, September 15, 2020 from 10:00 – 11:30.**

The pre-bid meeting will be hosted online via MS Teams. To register for the Pre-Bid Meeting, login to VendorConnect at <https://hosting.portseattle.org/sops>; click on “Current and Past Solicitations” and then on the solicitation of interest; click on the “Events” tab and then on “Login to RSVP.” Press **HERE** to get to the Prebid Meeting (ctrl + mouse click) or join by phone [+1 425-660-9954](tel:+14256609954) and use Conference ID: 310 159 36#

Project Engineer’s Estimate range is \$1.5 - \$2.5 Million.

Performance and Payment bonds are required.

Substantial completion of the work is 388 calendar days from award.

The Port reserves the right to reject any and all bids, to waive any informality, to accept any alternate bids, and to make such award that it deems to be in its best interest and pursuant to the terms of the General Conditions. Contract time extends from Award of the contract through Contract Completion as defined in the General Conditions.

Portions of this contract will be funded in part by a grant from the FAA. In accordance with federal requirements, the Port has determined that this contract has subcontracting possibilities and has established a goal on this contract of **two percent (2%)** for the use of firms owned and controlled by Disadvantaged Business Enterprise (DBE). All bidders are directed to the FAA Special Provisions and Document 00 83 00, Equal Employment, Non-Discrimination and Equal Benefits with regard to the procedures the Port will utilize to achieve these goals. All bidders must furnish (with their bids) the Disadvantaged Business Enterprise Proposal form as required by the FAA Contract Provisions and as contained in Document 00 83 00, Equal Employment, Non-Discrimination and Equal Benefits.

Submission of the Disadvantaged Business Enterprise (DBE) Proposal form is a matter of bid responsiveness. If the apparent low bidder does not meet the DBE goal, then it must provide the "Documentation of Good Faith Efforts" form to the Port within two (2) business days of the bid opening. If requested by the Port, other bidders must furnish the "Documentation of Good Faith Efforts" form to the Port within two (2) business days of the Port's request. Whether a bidder meets the DBE goal or made good faith efforts to do so is evaluated as a matter of bidder responsibility.

The proposed contract is subject to Executive Order 11246, as amended, and to the Equal Employment Opportunity (EEO) and Federal labor provisions. All labor on the project shall be paid no less than the higher of (a) the minimum wage rates established by the U.S. Secretary of Labor and (b) the prevailing wage rate applicable to the work being performed.

Bidders must supply all the information required by the bid documents and specifications. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents are available for inspection at the offices of the Port of Seattle, 17900 International Blvd., Suite 400 B, SeaTac, WA 98188.

The contractor or subcontractor who may be awarded a contract of \$10,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the FAA special provisions.

Where the low bid is in the amount of one million dollars or more, the bidder and his known first-tier subcontractors which will be awarded subcontracts of one million dollars or more will be subject to pre-award compliance reviews for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause. To be eligible for award, each bidder must comply with the affirmative action requirements, which are contained in the FAA special provisions.

The requirements of 49 CFR, Part 26 apply to this contract. It is the policy of the Port of Seattle to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Port of Seattle. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Port of Seattle. This clause applies to both DBE and non-DBE subcontractors.

TITLE VI SOLICITATION NOTICE

The Port of Seattle, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (herein includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, and other source of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor of the Federal Aviation Administration, as appropriate, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provision:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any

litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the Port. Any such complaint must be in writing and filed with the Port's Title VI Coordinator within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the office of the Title VI Coordinator at no cost to the complainant by calling (206) 787-4066 or sending an email to mailbox.t3@portseattle.org

Dated at SeaTac, Washington, August 26, 2020.

AUTHORIZED BY THE PORT COMMISSION OF THE PORT OF SEATTLE

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