

# **Single-Family Weatherization and Ductless-Heat-Pump Contractor Instructions and Application**

Thank you for your interest in applying to be a contractor on the City of Seattle's HomeWise Single-Family Weatherization Contractor Roster. Below is a description of the application process.

- 1. Carefully read and review the HomeWise and Single-Family Weatherization Contract (included below), so that you understand the requirements of the program.
- 2. Complete and return application to:

City of Seattle Attn: HomeWise Program PO BOX 94725 Seattle, WA 98124-4725

- 3. You will need the following documents in order to complete the application.
  - Current Washington State Contractors License and City of Seattle Business License.
  - Certificate of Insurance minimum \$1,000,000 general liability coverage per occurrence.
  - Certificate of Insurance minimum \$1,000,000 Automobile liability coverage.
  - W-9 Request for Taxpayer Identification Number and Certification.

## Weatherization contractors are required to provide the following paperwork before joining the roster.

- Renovation, repair, and painting firm certification from the Washington State
   Department of Commerce
- Lead certification for employees who work inside client homes,
- Building-Performance-Institute Building-Analyst Certification.
- Confined Space training from the Occupational Health and Safety Association
- Signed and dated Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion – Primary Tier Covered Transactions (provided by the HomeWise department during interview process)
- Signed and dated Federal Certification Regarding Lobbying (provided by the HomeWise department during interview process)

**Ductless Heat Pump contractor only:** Refrigeration and air conditioning contractor's license through the City of Seattle.

<sup>\*</sup>Disclaimer: Additional paperwork will be required depending on the services you intend to provide

- 1. After receiving a complete application, HomeWise staff will review it and contact you to conduct a preliminary phone screening. If you have the appropriate qualifications, HomeWise staff will schedule an in-person interview to determine if you have the appropriate experience to join the contractor roster. Contractors must have at least two years of weatherization experience and be able to demonstrate sufficient technical skill to successfully complete HomeWise jobs. In addition, contractors must demonstrate adequate capacity to meet administrative requirements, including prevailing wage requirements. HomeWise staff will conduct reference checks if the interview is successful.
- 2. If adequate experience is demonstrated during the interview, and reference checks are successful, you will be assigned two probationary jobs. At that point, you must submit a complete Unit Bid Price Worksheet and a signed copy of the HomeWise Single Family Weatherization Contract. No jobs will be assigned until these documents are submitted.
- 3. During the probationary period, the applicant can only do one probationary job at a time. The applicant must successfully complete both probationary jobs before being added to the Roster. If during the probationary period HomeWise has any concerns about the contractor's ability to perform successfully, the application will be denied, and the contractor will not be added to the Roster.
- 4. After successfully passing the probationary period, the contractor will become a Tier II contractor, allowed a maximum of 5 jobs at one time. HomeWise will evaluate if the contractor should move to Tier I (10 jobs at a time) after a sufficient period has passed to evaluate the contractor's ability to handle additional jobs.

### **Prevailing Wage**

Most contracts with skilled crafts and labor are subject to the prevailing wage requirements set by the state of Washington, including plumbing, electrical, painting, landscaping, and janitorial services. You should expect these requirements as a condition of contract award and invoice payment. More information is available from Washington State Labor & Industries at the following URL:

https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#am-i-required-to-pay-prevailing-wage

### WMBE (women- and minority-owned enterprises)

The City of Seattle recognizes that WMBE businesses are underrepresented in the construction trades and seeks to expand contracting opportunities for WMBE businesses. The City of Seattle provides support and technical assistance for WMBE's interested in doing business with the city. More information can be found at the following link:

https://www.seattle.gov/purchasing-and-contracting/social-equity/wmbe

# **Single-Family Weatherization and Ductless-Heat-Pump Program Contractor Application**

Please complete and return the following documents (all included below):

- 1. Contractor's Information Sheet (including listed attachments)
- 2. Payment Information & Qualification Form
- 3. Signed Contractor's Effect of Agreement

#### 1. Contractors' Information Sheet

# Mail documents to: City of Seatle Office of Housing Attn: HomeWise Program PO Box 94725 Seattle, WA 98124-4725 **Company Information** Company Name: Current Street Address: City: \_\_\_\_\_ State: \_\_\_\_ Zip code: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_ E-mail: Type of work your company performs: Are you a state certified Woman or Minority Business Enterprise? ☐ Yes □ No

If yes, please provide your certificatio	n number:		<del></del>	
Date certified:				
Are you an Equal Opportunity Employ	er?			
□ Yes □ No				
Insurance				
Insurance Company Name:			<u> </u>	
Policy number:		Phone number:		
O - Profession				
Credit References				
Please provide <b>two</b> credit references				
Company Name:				
Current Street Address:				
City:	State:	Zip code:		
Phone Number:		Fax number:		
E-mail:				
Company Name:				
Current Street Address:				
City:	_ State:	Zip code:	·	
Phone Number:		Fax number:		
E-mail:				
Job References				
Please provide <b>two</b> job references				
Client Name:				
Street Address:				
City:	State:	Zip code:	<del></del>	

Phone Number:		
Project Description:		
Date of Contract:	Contract Duration:	
Contract Amount:		
Client Name:		
Street Address:		
City:	State: Zip code:	
Phone Number:	<del></del>	
Project Description:		
Date of Contract:	Contract Duration:	
Contract Amount:		

#### **Attachments**

Please provide the following documentation along with your application

- Current Washington State Contractors License and City of Seattle Business License.
- Certificate of Insurance minimum \$1,000,000 general liability coverage per occurrence
- Certificate of Insurance minimum \$1,00,000 Automobile liability.
- W-9 Request for Taxpayer Identification Number and Certification
- Weatherization contractor only: Renovation, Repair, and painting firm certification from the state of Washington
- Weatherization contractor only: Lead certification for all employees who perform work inside client homes
- Ductless Heat Pump contractor only: refrigeration and air conditioning contractor's license through the city of Seattle

Signature
By signing this Contractor Information Sheet, I attest to the fact that the above information is true

and complete. I recognize that verification of this information may be required.			
Applicant's Signature: Date:			
2. Payment Information and Qualification Form			
Company Information			
Name of Company, Organization or Name of Person if payment is to an individual:			
Other Business/Organization Names Used (e.g., dba – "Doing Business As"):			
Name appearing on your invoice if different from above:			
Employer Identification or Social Security			
Name as listed on your Employer Identification Certificate or your Social Security Card:			
Employer Identification Number (EIN) or your Social Security Number (SSN):			
I hereby certify that my EIN is correct as reported here and I am not subject to backup withholding			
due to failure to report interest and dividend income.			
Applicant's Signature: Date:			

Type of Organization or Business - Please select one
$\square$ Individual, not an organization or business $\square$ Partnership $\square$ Corporation $\square$ Sole Proprietorship
☐ Firm/Individual providing medical services ☐ Tax Exempt Organization
□ Other:
Business, Tax and License Numbers
Washington State Unified Business Identifier Number:
City of Seattle Business License Number:
Payment Information
Please provide information as to where to send payments
Street Address:
City: State: Zip code:
Phone Number: Fax number:
Qualification to do Business with the City of Seattle
In order to be qualified to do business with the City of Seattle, the company must agree that it will not discriminate against any of its employees or applicants for employment with regard to Creed, Religion, Race, Color, Caste, Sex, Marital Status, Sexual Orientation, Gender Identity, Political Ideology, Ancestry, National Origin, or the presence of any Sensory, Mental or Physical handicap, unless based upon a bona fide occupational qualification.
<ul> <li>☐ Yes, the company agrees that it will not discriminate</li> <li>☐ No, the company does not agree, and therefore will NOT be able to sell goods or services to the City</li> </ul>
Affirmation
I affirm that the foregoing is true and correct to the best of my knowledge and information.
Applicant's Signature: Date:
Printed Name: Title:
Signed at (city and state):

#### **Equal Opportunity; Non-Discrimination**

Contractor shall ensure compliance with Executive Order 11246, entitled "Equal Opportunity," as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, 41 C.F.R. Part 60, which provide that no person shall be discriminated against because of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and subcontracts, and Contractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training or apprenticeship. The "equal opportunity clause" set forth in 41 C.F.R.60-1.4(a) is hereby incorporated by reference as though fully set forth, and such clause shall be set forth or incorporated by reference in subcontract and contract subject to this Agreement.

No person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG or HOME funds. Contractor shall comply fully with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d <u>et seq.</u>, which provides that no person in the United States shall on the ground of race, color or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and with HUD regulations implementing such requirements, 24 C.F.R. Part 1 {24 C.F.R. 570.602(a)}.

Contractor shall comply with all of the requirements and prohibitions of 24 C.F.R. Section 570.602, implementing the nondiscrimination requirements of Section 109 of the Housing and Community Development Act of 1974, as amended; those of HUD regulations under the Rehabilitation Act of 1973, as amended, 24 C.F.R. Part 8; those of HUD regulations under the Americans with Disabilities Act; and those of HUD regulations under the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq., at 24 C.F.R. Part 146. The Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all HUD regulations that pertain to it.

#### **Debarment and Suspension**

- a. Contractor represents and warrants that neither Contractor nor its principals is debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in federal assistance programs under 24 C.F.R. Part 24 or Executive Order 12549, "Debarment and Suspension." The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, declared ineligible, suspended, or voluntarily excluded from performing work on contracts funded by an agency of the United States government under such regulations or Order. Contractor shall obtain and provide to The City a certification from each subcontractor as provided in Appendix B to 24 C.F.R. Part 24 prior to the subcontractor's commencement of work.
- b. Contractor further represents and warrants that neither Contractor nor its principals is debarred, suspended, declared ineligible, or voluntarily excluded from participation in contracts awarded by The City.

c. If Contractor is hereafter debarred, suspended, declared ineligible, or voluntarily excluded from participation in federal assistance programs or in contracts awarded by The City, or both, then Contractor shall promptly notify the Office of Housing and Contractor shall not be eligible for contracts under the HomeWise program for so long as such status shall continue, unless otherwise provided in the terms of the order or agreement debarring, suspending, declaring ineligible or excluding Contractor.

#### **Conflicts of Interest**

No officer, agent, employee, consultant or elected or appointed official of The City, or its designees or agents, who exercises or has exercised any function or responsibilities with respect to activities assisted with HOME or CDBG funds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Contractor represents, warrants, and agrees that no such person has or will have any such interest in any contract subject to the Agreement or any subcontract thereunder, or in any proceeds thereunder, in violation of the foregoing prohibition.

#### Non-Discrimination and Affirmative Action

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non- discrimination clause.

The foregoing paragraph will be inserted in all subcontracts under contracts governed by this Agreement.

#### **Labor Standards**

Contractor and any subcontractors shall comply with applicable provisions of federal laws and regulations relating to labor standards and **HUD** Handbook 1344.1. Contractor shall certify compliance with this Section as a condition to any payments under this Agreement.

#### **Indemnity**

The Contractor shall defend, indemnify and hold harmless the Homeowner and The City and their officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, including costs and attorneys' fees, arising out of (i) any breach of any representation, warranty or promise of Contractor herein or in any contract to which this Agreement applies; or (ii) any injuries or damages sustained by any persons or property resulting in whole or in part from activities or omissions of the Contractor, its subcontractors or their agents or employees pursuant to this Agreement, or (iii) any unpaid wages or other remuneration for services or materials on the project covered by this Agreement. Notwithstanding the foregoing, to the extent required by applicable law: (1) this indemnity shall not apply in case of any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Homeowner or The City, or their agents or employees, and (2) in the case of liability for damages arising from the concurrent negligence of (a) Homeowner or The City or their agents or employees, and (b) Contractor or its agents or employees; this indemnity shall apply only to the extent of Contractor's negligence. Contractor waives, with respect to the Homeowner and The City of Seattle only, its immunity under RCW Title 51, Industrial Insurance. This section (6) shall survive any termination, expiration or completion of this Agreement.

#### **Reservation of Rights**

Neither payment by the Homeowner nor disbursement by The City nor performance by the Contractor shall be construed as a waiver of any party's rights or remedies. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

### 3. Effect of Agreement

The provisions of this Agreement shall apply for the benefit of The City and HUD notwithstanding any conflicting provisions in any contract with a Homeowner and shall apply for the benefit of each Homeowner unless the contract between Homeowner and Contractor specifically provides otherwise.

Signature		
Company Name:	Date:	
Signature of Contractor or Contractor's Au	uthorized Representative	
Print or type name of Contractor or Contr	actor's Authorized Representative	