



## **REQUEST FOR PROPOSALS (RFP)**

LANDSCAPING MAINTENANCE SERVICES  
For Housing Kitsap (HK)

**No. 2026-RFP-LAND**

Housing Kitsap  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383



Small, Minority, and Women-Owned businesses  
are encouraged to apply.

REQUEST FOR PROPOSALS (RFP) No. 2026-RFP-LAND  
Landscaping Maintenance Services for Housing Kitsap (HK)

**TO OBTAIN A COPY OF THE SOLICITATION DOCUMENTS GO TO:**

<https://www.housingkitsap.org/procurement>

**Materials and/or Service Requested:** The Kitsap County Consolidated Housing Authority, dba Housing Kitsap, is seeking comprehensive landscape maintenance services across all Housing Kitsap (HK) affordable housing properties.

**Schedule of Events:** The following is Housing Kitsap’s best estimate of the schedule of events. The schedule is subject to change as deemed necessary by Housing Kitsap.

ITEM	DUE DATE & TIME
Issuance of RFP	Wednesday, February 18, 2026
Written Questions Due	Wednesday, March 11, 2026 at 11:00am
<b>Proposal Due Date</b>	<b>Friday March 20, 2026 at 11:00am</b>
Walkthrough	Self-guided. We encourage visitation of properties*

Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their Bid to the place of bid opening.

**Housing Kitsap Point Of Contact.** Questions and correspondence regarding this Solicitation shall be directed to the contact below. No phone calls will be accepted.

Laura Auerbach, Director of Procurement & Administration

**Email:** [auerbachl@housingkitsap.org](mailto:auerbachl@housingkitsap.org)

**Subject Line:** 2026-RFP-Land

***No phone calls will be accepted.***

**Bid Submission** – 3 Copies Mail/Courier/Hand Deliver to:

Housing Kitsap

Attn: Laura Auerbach, Director of Procurement

“No. 2026-RFP-Land”

2244 NW Bucklin Hill Rd.

Silverdale, WA 98383

PROPOSERS ARE REQUIRED TO READ AND UNDERSTAND ALL INFORMATION CONTAINED IN THE ENTIRE SOLICITATION PACKAGE. BY SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, THE PROPOSER AGREES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH ALL REQUIREMENTS AND DOCUMENTS IN THE SOLICITATION.

\*Please identify yourself to Property Management when on site.  
Addresses are found on page 25.

## INTRODUCTION TO HOUSING KITSAP

### **Background:**

HK is a public body corporate and politic that was formed in 1982 to provide federally subsidized housing and housing assistance to low-income families, within Kitsap County, excluding the City of Bremerton which is served by the Bremerton Housing Authority.

### **Our Mission:**

Housing Kitsap's mission is to cultivate hope and dignity for every person within our community through affordable housing opportunities.

### **Structure:**

The Agency is headed by an Executive Director (ED), has approximately 62 staff members, and is governed by a seven-person board of commissioners. Housing Kitsap is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and HK's procurement policy. Though brought into existence pursuant to the Revised Code of Washington (RCW) 35.82 to serve residents in Kitsap County, the Agency is a separate entity from the County.

## PROJECT OVERVIEW

It is the intent and purpose of this Request for a Proposal to award a single qualified, licensed and insured contractor for comprehensive landscape maintenance services across all Housing Kitsap (HK) housing properties. Services shall be performed in a professional, consistent, and resident-safe manner, in accordance with industry standards, HUD requirements, and all applicable local, state, and federal regulations.

## SECTION 1 GENERAL INFORMATION

- 1.1 Contracting Agency.** This Invitation for Bid is issued by Housing Kitsap.
- 1.2 Purpose.** It is the intent and purpose of this Invitation for a Bid is to award a single qualified, licensed and insured contractor for comprehensive landscape maintenance services across all Housing Kitsap (HK) properties. Services shall be performed in a professional, consistent, and resident-safe manner, in accordance with industry standards, HUD requirements, and all applicable local, state, and federal regulations.
- 1.3 Point of Contact and Communication.** The person responsible for managing this Bid process from beginning to end is *Laura Auerbach, Director of Procurement*.

All communication concerning this Invitation for Bid must be directed via email only to the *Director of Procurement* [auerbachl@housingkitsap.org](mailto:auerbachl@housingkitsap.org). Bidders may only rely on written answers issued by the *Director of Procurement*. Oral communications are unofficial and non-binding on Housing Kitsap. Contact with other Housing Kitsap employees or personnel regarding this Invitation for Bid is not permitted during the procurement process and may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

- 1.4 Questions and Clarifications.** Questions and Clarifications will be accepted until **Wednesday March 11, 2026, at 11:00am**.

Unless instructions are specifically provided elsewhere in this Invitation for Bid, any questions or clarifications concerning the subject matter of the Invitation for Bid document(s) shall be submitted **via e-mail (no phone calls)** to the *Director of Procurement* listed above.

All correspondence related to this Invitation for Bid should refer to the project number and any applicable page(s). Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this Invitation for Bid or any subsequent contract.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this Invitation for Bid, the Bidder has a duty to immediately notify Housing Kitsap of such concern and request modification or clarification of the Invitation for Bid documents.

Requests for Modification to Supplemental Bidder Criteria and Pre-Award Protests must be submitted per the requirements specified in Section 2 below.

- 1.5 Housing Kitsap Right to Withdraw or Amend.** Housing Kitsap in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Invitation for Bid at any time, up to contract execution, for a sound documented reason when it is in the best interest of Housing Kitsap.
- 1.6 Bid Documents & Addenda.** Plans, specifications, and addenda for this project may be viewed online at <https://www.housingkitsap.org/procurement>.

Bidders are responsible for checking for addenda, which will be posted on Housing Kitsap's website at <https://www.housingkitsap.org/procurement>. Housing Kitsap will issue an addendum if it modifies the Invitation for Bid or responds to questions. Bidders are to acknowledge receipt of all addenda on the **Bidder Questionnaire** form and submit all signed addenda and completed exhibits with their Bid. If there is any conflict between the addenda, or between the addenda and the Bid documents, the document issued last in time controls.

- 1.7 Supplementations & Deviations.** Any documents supplementing or deviating from the expressed requirements of the Invitation for Bid and the other Bid documents may result in the rejection of the Bid as non-responsive.
- 1.8 Price Clarifications.** Housing Kitsap reserves the right to clarify any pricing discrepancies related to assumptions on the part of Bidders. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.
- 1.9 Errors and Omissions.** Housing Kitsap reserves the right to waive non-material irregularities and/or omissions. If a unit price does not compute to the extended total price, the unit price shall govern.
- 1.10 Reference Checks.** Housing Kitsap may conduct reference checks to verify and validate a Bidder's past performance. Reference checks indicating poor or failed performance is cause for rejection. Housing Kitsap may also contact references, in addition to those references provided by a Bidder, when relevant to the project requirements and prospective working relationship with Bidder.
- 1.11 Acceptance Does Not Bind Housing Kitsap.** Acceptance of a Bid does not bind Housing Kitsap until it is approved by the appropriate Housing Kitsap level of authority and a Contract is executed by the parties.
- 1.12 Public Records, Confidential Information.** All Bids and other materials submitted are Housing Kitsap property and subject to release pursuant to the Public Records Act (Act), Chapter 42.56 RCW.
- 1.13 Non-Exclusive Contract.** Any contract resulting from the Invitation for Bid is not an exclusive service agreement. Housing Kitsap reserves the right to contract for the same or similar services with other providers.
- 1.14 No Obligation to Purchase.** Housing Kitsap will not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that Housing Kitsap shall guarantee a specific quantity or dollar amount (e.g., "all-or-none") will be disqualified.
- 1.15 Conflict Of Interest.** Bidder shall disclose whether the Bidder is an immediate family member of or engaged in any business enterprise with a Housing Kitsap employee or elected or appointed official with authority to award the contract. Such disclosure shall be identified in writing in the Bid proposal.
- 1.16 Gratuities And Kickbacks.** Bidders and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that

would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this Invitation for Bid.

- 1.17 Notice.** Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
- 1.18 Personnel.** It is essential the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Invitation For Bid. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from Housing Kitsap.
- 1.19 Minority And Women Owned Business Enterprise Participation.** Pursuant to federal and state law, it is the policy of Housing Kitsap to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Housing Kitsap reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Housing Kitsap and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women’s Business Enterprises (MWBE).
- 1.20 Section 3 Required Efforts.** Consistent with existing federal, state, and local laws and regulations, Bidders must make best efforts to award subcontracts to business concerns that provide economic opportunities to Section 3 workers. 24 CFR §75.9(b).

## **SECTION 2 PREPARING AND SUBMITTING A BID**

- 2.1 General Instructions.** Failure to conform to the Bid specifications and respond to each of the submittal requirements may be the basis for rejection of a bid. A complete bid proposal shall include the following forms:
- Υ Bidder Questionnaire
  - Υ Bidder Responsibility Criteria Certification
  - Υ Exceptions and Assumptions
  - Υ Bid Proposal Form – Price
  - Υ Subcontractor List
  - Υ Non-Collusion Affidavit
  - Υ Addendums Signed
- 2.2 Submitting a Bid.** Bidders shall submit a Bid as outlined in , properly addressed as stated above, with the name and address of the Bidder and the name and number of the project plainly written on the outside of the envelope.
- 2.3 Contract Terms.** The **Contract** attached to this Invitation for Bid is an example of Housing Kitsap contracts and may be subject to change at HK’s sole discretion. Objections to any of the **Contract**

provisions are to be clearly and expressly set out in the ***Contract Exceptions and Assumptions*** form. No alterations of the ***Contract*** will be permitted without prior written approval of Housing Kitsap. Failure to identify an exception on the ***Contract Exceptions and Assumptions*** form is considered acceptance.

- 2.4 Prohibition of Bidder Terms and Conditions.** Other than the process identified in Section 2.3, a Bidder may not submit its own contract terms and conditions in a response to this Invitation for Bid. If a Bid contains such terms and conditions, Housing Kitsap, at its sole discretion, may determine the Bid to be a nonresponsive counteroffer, and the Bid may be rejected.
- 2.5 Liability For Errors.** While Housing Kitsap has used considerable efforts to ensure the information in the Invitation for Bid is accurate, Housing Kitsap does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this Invitation for Bid is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the Invitation for Bid.
- 2.6 Modification to Supplemental Bidder Criteria.** A potential Bidder may request that Housing Kitsap modify the Supplemental Bidder Criteria stated in the Invitation for Bid. In response, Housing Kitsap will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, Housing Kitsap will issue an addendum to the Invitation for Bid identifying the new criteria. A request for modification must be submitted via e-mail (no phone calls) to the *Director of Procurement* listed above, a minimum of five (5) business days prior to the Bid due date. RCW 39.04.350.
- 2.7 Pre-Award Protests.** Prior to the bid closing date any prospective Bidder may file a pre-award protest regarding the terms, conditions, or requirements in the Invitation for Bid. Pre-award protests must be submitted in writing via email ([Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)) to the *Director of Procurement*. The pre-award protest will include the following: 1) name, address, and phone number of protester; 2) name and number of the RFP; 3) a detailed description of pre-award protest issue and any supporting documentation. It is the responsibility of the protester to supplement his/her pre-award protest with any subsequently discovered documents prior to a decision by Housing Kitsap; 4) and specific relief requested.

Pre-award protests must be received no later than 4:30 pm seven (7) business days prior to the close date in the RFP. If the seventh (7th) business day is a Housing Kitsap holiday, the pre-award protest must be received by 4:30 pm the following business day. The pre-award protest shall be deemed received based on the email receipt date and time in Housing Kitsap's email system. Pre-award protests which do not contain the required information or are not submitted within required timelines will not be considered.

Upon receipt of a timely written pre-award protest, the Director of Procurement, in consultation with the Executive Director, will review the issues presented in the pre-award protest and respond in writing prior to the RFP closing date. If the review results in a change to the terms, conditions, or requirements in the RFP, Housing Kitsap will either issue an addendum identifying the change or withdraw the RFP.

- 2.8 Brand Names and Equivalents.** (If applicable) References to manufacturers, trade names, brand names or catalog numbers in the Invitation for Bid are intended to be descriptive, not restrictive,

unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any Bid which proposes equal or greater quality, design or performance may be considered. Bids based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the Invitation for Bid. Housing Kitsap has the sole authority to accept or reject any like item and may require a Bidder to provide additional information and/or samples. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

**2.9 Incurring Costs.** Housing Kitsap is not liable for any cost incurred by a Bidder in the process of responding to this Invitation for Bid, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits, or any other activities related to responding to this Bid.

**2.10 Points Not Addressed.** Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

**2.11 Bid Bond.** A Bid must be accompanied by a surety bond (bid bond) made payable to Housing Kitsap in an amount equal to five percent (5%) of the amount of such Bid. Should the successful Bidder fail to enter into a contract and furnish a performance bond within ten (10) days after notice of the award, the bid bond shall be forfeited to Housing Kitsap. The bid bond of an unsuccessful Bidder shall be returned after a contract is executed and Housing Kitsap has accepted the successful Bidder's contractor's bond.

**2.12 Withdrawal Of Bid.** Any Bidder may withdraw its Bid, either personally or by written request, at any time prior to the time set for the bid submittal deadline. If a previously submitted Bid is withdrawn before the bid due date and time, the Bidder may submit another Bid at any time up to the bid closing date and time. After the bid closing date and time, all submitted Bids shall be irrevocable until contract award.

**2.13 Offer in Effect for Sixty (60) Days.** A Bid may not be modified, withdrawn, or canceled by the Bidder for a sixty (60) day period following the Bid due date.

### **SECTION 3 EVALUATION AND CONTRACT AWARD**

**3.1 Housing Kitsap Right to Reject Bids.** Housing Kitsap may reject any or all bids if there is a sound documented reason.

**3.2 Bid Evaluation.** The evaluation and selection of a Bidder will be based on the information submitted in the Bid. Award will be made to a responsible Bidder with the lowest responsive Bid. RCW 39.04.350.

A. Bid Responsiveness. Evaluation and determination of Bid responsiveness shall be based on Bidder's compliance with this Invitation for Bid, including providing all required documentation by the submittal due date and time and fully responding to the Bid specifications. Bids which do not comply with the Invitation to Bid may be rejected as unresponsive.

B. Bidder Responsibility. Evaluation and determination of Bidder responsibility shall be based on 1) meeting the Bidder Responsibility Criteria of RCW 39.04.350, 2) meeting any required Supplemental Criteria stated in this Invitation for Bid, and 3) Housing Kitsap's past experience with Bidder.

**3.2 Award Announcement.** The *Director of Procurement* shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Housing Kitsap, the protest time frame begins. The protest timeframe is not based upon when a Bidder receives the information, but rather when the announcement is issued by Housing Kitsap.

**3.3 Post-Award Protests.** A Bidder may file a written protest to an award by Housing Kitsap. The protest must be submitted in writing via email (Procurement@housingkitsap.org) to the *Director of Procurement*. The protest will include the following: 1) name, address, and phone number of Protester; 2) name and number of the RFP; 3) a detailed description of protest issue and any supporting documentation. It is the responsibility of the Bidder to supplement his/her protest with any subsequently discovered documents prior to a decision by Housing Kitsap; and 4) specific relief requested. The protest must be filed within the timelines specified in RCW 39.04.104. Protests that do not contain the required information or are not submitted within required timelines will not be considered.

**3.4 Contract & Required Documents.** The Successful Bidder will be required to enter into a contract within ten (10) days after notice of award, unless otherwise specified by Housing Kitsap due to extenuating circumstances. Contractor must provide required insurance documents, Statement of Intent to pay prevailing wage, and a performance bond along with the signed Contract.

#### **SECTION 4 GENERAL PROJECT REQUIREMENTS**

**4.1 Federal Contract Requirements.** Contracts for projects using federal funds must comply with the bonding and contracting requirements of 2 CFR §200.326 and 2 CFR Part 200, Appendix II as applicable.

**4.2 Prevailing Wage.** This project is a Public Work as defined in RCW 39.04.010. The awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract: <http://www.lni.wa.gov/Licensing-permits/public-works-projects/Prevailing-wage-rates/>  
*The applicable effective date for prevailing wages for this project is the bid submittal date.*

**4.3 Compliance with the Davis-Bacon Act.** If federal funds are used for this project, then the awarded Contractor will conduct all transactions in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor will be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor will be required to pay wages not less than once a week.

- 4.4 Contractor's Bond.** Upon entering into a contract with Housing Kitsap, the successful Bidder will be required to provide a contractor's bond (performance bond) for 100 percent (100%) of the total bid price shown in the bid schedule. Bidder must provide the performance bond to Housing Kitsap within ten (10) days after notice of the award. Chapter 39.08 RCW; RCW 39.04.152.
- 4.5 Price.** Pricing shall remain firm for the duration of the contract. The Contractor will have the option to request a rate increase consistent with the terms of the Contract. Housing Kitsap has no obligation to agree to a rate increase.
- 4.3 Exceptions to Specifications.** Specifications of the materials, services, and/or work bid shall be equal to or better than the specifications stated herein. Any and all exceptions to these specifications shall be so listed on a separate sheet headed "Exceptions to The Specifications". Any Bid submitted without exceptions will be required to meet every detail of the project specifications regardless of cost to the successful Bidder.

Where "No Exceptions" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual Bidder who is offering a lesser item a distinct advantage.

## **SECTION 5 TECHNICAL REQUIREMENTS**

- 5.1 Bidder Responsibility Criteria.** It is the intent of Housing Kitsap to award a Contract to the lowest responsible Bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. RCW 39.04.350.

The Bidder must:

- A. Have a current certificate of registration in compliance with Chapter 18.27 RCW, Chapter 18.106 RCW, Chapter 70.87 RCW, or Chapter 19.28 RCW.
- B. Have a current Washington Unified Business Identifier (UBI) number.
- C. 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.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- E. For public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of this Invitation for Bid;
- F. Per RCW 39.04.350 and RCW 39.06.020, unless exempt, must have received training on requirements related to public work and prevailing wage from the Department of Labor and Industries (L&I).

G. Within the three-year period immediately preceding the date of this Invitation for Bid, not have been determined by a final and binding citation and notice of assessment issued by L&I 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.

**6.1 Subcontractor Verification.** Bidder must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses all licenses required by law. RCW 39.06.020.

Bidder must submit the ***Bidder Responsibility Criteria Certification*** form, demonstrating compliance with these criteria. RCW 39.04.350.

## **SECTION 6 SITE VISIT**

**6.1 Property Walk.** No guided walkthrough is offered. Bidders are encouraged to visit the properties on their own. Please identify yourself to Property Management and be respectful of all residents and HK Staff.

## **SECTION 7 PROJECT SPECIFICATIONS**

**7.1 Scope of Work (SOW).** Please refer to Attachment A.

# Scope of Work

## On-Going Landscape Maintenance Services

*(All Housing Kitsap Properties)*

This Scope of Work defines the minimum requirements for comprehensive landscape maintenance services across all Housing Kitsap (HK) housing properties. Services shall be performed in a professional, consistent, and resident-safe manner, in accordance with industry standards, HUD requirements, and all applicable local, state, and federal regulations.

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### 1. General Service Expectations

- The Contractor shall provide all labor, supervision, equipment, and supplies necessary to perform the services described herein, unless otherwise stated.
  - All work shall be completed to the satisfaction of the HK Contract Representative or designated On-Site Property Contact prior to invoicing.
  - Services shall be performed during HK's normal business hours (8:00 a.m. – 4:30 p.m., Monday–Friday), unless otherwise approved in writing.
  - Weekend and holiday services are generally prohibited unless expressly authorized.
  - Contractor staff shall present a neat, professional appearance and wear company uniforms or identification at all times while on HK property.
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### 2. Weekly Landscape Maintenance Services

#### 2.1 Order of Operations (Each Visit)

Each weekly service visit shall be completed in the following order:

1. Check-in with the HK On-Site Property Contact (Property Manager or Maintenance Technician).
2. Removal of all trash and large debris from landscaped areas.
3. Tree and shrub trimming, as required, focusing on walkway and parking clearance.
4. Weeding and garden bed maintenance, including leaf removal.
5. Mechanical trimming using weed eaters and edgers in areas inaccessible to mowing equipment (e.g., around utilities, fencing, playgrounds, trees, buildings).
6. Mowing of all turf areas.
7. Cleaning of immediately adjacent paved areas, decks, patios and other common areas by sweeping, vacuuming, or blowing.
8. Notification to the On-Site Property Contact of observed maintenance issues or recommended services prior to leaving the site.

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## **2.2 Turf and Grass Maintenance**

- All turf areas shall be mowed and trimmed in their entirety during each service visit.
- Trimming and cleanup shall occur during the same visit as mowing.
- Mowing patterns shall alternate to minimize soil compaction and rutting.
- Narrow turf areas inaccessible to mowers shall be line-trimmed to a uniform height.
- When necessary, due to uneven surfaces or muddy conditions, a single mower shall be used.
- Areas adjacent to guardrails or similar obstructions shall be trimmed a minimum of three (3) feet on both sides.

### **Growing Season Requirements (May 1 – November 30):**

- Turf shall be mowed and edged weekly.
- No turf area shall go more than one (1) week without mowing or edging, except during extreme weather conditions.

### **Mowing Height Standards:**

- Standard mowing height: 3 to 3½ inches.
- Grass exceeding six (6) inches shall be reduced gradually, removing no more than one-quarter ( $\frac{1}{4}$ ) of the leaf blade per mowing.
- Mower blades shall never be set below three (3) inches.

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## **2.3 Weather Delays**

- If inclement weather prevents scheduled service, work shall be completed on the next available day within the same week.
- If weather conditions prevent service for an entire week, written notification must be provided to the HK Contract Representative.

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## **2.4 Weed Control**

- All planting beds, decorative planters, tree rings, and specialty areas shall be maintained weed-free, including edges.
  - Chemical weed control shall only be used as directed by HK. HK will be advised by the contractor of any areas that may benefit from fertilizer or treatment.
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## **2.5 Ground Cover Maintenance**

- Ground covers shall be confined to designated areas.
  - Invasive ground covers shall be maintained a minimum of six (6) inches away from buildings and structures.
  - Ground covers shall not encroach upon turf, paved areas, mechanical systems, shrubs, trees, or fencing.
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## **2.6 Edging**

- Turf and bed edges shall be maintained in a clean, straight, and uniform manner using power edging equipment.
  - Edging shall meet recognized industry standards.
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## **2.7 Tree and Shrub Trimming (Under 15 Feet)**

- Trees and shrubs under fifteen (15) feet in height shall be trimmed as needed to maintain safety, visibility, and clearance.
  - All vegetation shall be maintained a minimum of twelve (12) inches away from buildings, fences, and structures in compliance with HUD and fire safety requirements.
  - Vegetation shall not obstruct sidewalks, curbs, lighting, sprinkler systems, parking areas, or sightlines.
  - Extensive shaping or topping requires prior written approval from HK.
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# **3. Seasonal Services**

## **3.1 Summer Garden Bed Maintenance**

- Removal of spent flowers and weeds.
  - Cultivation of soil to maintain a loose, friable surface.
  - Top-dressing exposed soil with mulch a minimum of 1x/year
  - Beds shall be clean, orderly, and free of debris.
- 

## **3.2 Fall Leaf Services (October 1 – November 30)**

- Weekly removal of fallen leaves and plant debris.

- Leaves and debris shall be removed from the site and shall not be placed in HK dumpsters or wooded areas.
  - Removal of annuals and cutback of perennials, as directed.
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### **3.3 Once-Yearly Spring Services (May)**

Spring cleanup services shall occur once annually between May 1 and May 30 and include:

- Bed edging and preparation for mulch.
  - Dethatching and debris removal from all lawn areas.
  - Pruning of trees and shrubs as directed.
  - Activation and inspection of irrigation systems, including adjustment of sprinkler heads and repair of leaks.
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### **3.4 Once-Yearly Winter Services (November)**

Winter preparation services shall include:

- Irrigation system shutdown and inspection (specific properties only).
  - Disconnection of hoses from all faucets.
  - Removal of annuals, trimming of perennials, leaf cleanup, and pruning as directed.
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## **4. Additional Services (As Requested)**

Additional services may be requested by HK in writing and authorized through a Purchase (Task) Order. Services may include, but are not limited to:

- Irrigation repairs and adjustments
- Aeration and dethatching
- Mulching of garden beds outside of yearly application
- New plant installations (with one-season plant warranty)
- Hedge trimming
- Tree trimming over fifteen (15) feet
- Retention pond mowing
- Snow plowing and de-icing (per event)

Contractor shall provide estimated labor hours and perform all additional services at the approved hourly rates.

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## **5. Debris Removal**

- All debris generated by the Contractor's work shall be removed from the property daily.
  - Contractor-generated debris shall not be disposed of in HK dumpsters.
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## **6. Materials and Reimbursements**

- Materials directly requested and approved by HK in writing may be reimbursed.
  - Approved materials may include plants, mulch, fertilizer, and weed control products.
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## **7. Safety and Quality Standards**

- All work shall follow accepted horticultural practices and industry standards.
  - Contractor is solely responsible for jobsite safety and compliance with all safety regulations.
  - Unsafe conditions shall be corrected immediately by the Contractor.
  - Any damage to structures or plant material due to Contractor negligence will be remedied by the Contractor, at their expense, in a timely manner.
- 

## **8. Communication and Scheduling**

- Contract administration and invoicing shall be coordinated through the HK Contract Representative.
  - Property-specific coordination shall be managed through the On-Site Property Contact.
  - Contractor shall submit an annual service schedule identifying service days for each property.
  - Schedule changes require seven (7) days written notice.
  - In no case shall work be performed more than 48 hours after the regularly scheduled day without notification to the Project Administrator.
- 

## **9. Contract Term**

HK anticipates awarding an initial one (1) year contract with up to four (4) additional one-year renewal options, at HK's sole discretion.

**Notes:**

Weekly” services apply during the growing season (May 1 – November 30), unless otherwise noted.

- Properties without turf shall still receive trimming, blowing, weed control, and bed maintenance as applicable.
- Irrigation services include inspection only unless repair is authorized via Task Order.
- HK reserves the right to adjust service frequencies by property with written notice.

---

## **Appendix B – Pricing Schedule Template**

The Pricing Schedule shall clearly separate **Base Contract Pricing** from **On-Call / Additional Services** to ensure transparency and audit compliance.

### **B.1 Base Monthly Pricing (Per Property)**

**Base Monthly Price shall include:**

- All weekly mowing, trimming, edging, blowing, and debris removal
- Routine shrub and tree trimming under 15 feet
- Weed control and bed maintenance
- Fall leaf services
- One (1) spring cleanup
- One (1) winter preparation
- All labor, equipment, fuel, and disposal costs

---

### **B.2 Hourly Labor Rates (On-Call / Additional Services)**

Hourly rates shall be all-inclusive and shall apply only to services authorized in writing by HK.

<b>Labor Category</b>	<b>Hourly Rate</b>
Landscape Laborer	\$ _____
Lead / Supervisor	\$ _____
Irrigation Technician	\$ _____
Arborist / Tree Specialist	\$ _____

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### **B.3 Unit Pricing (If Requested by HK)**

<b>Service Description</b>	<b>Unit</b>	<b>Unit Price</b>
Mulch Installation	Cubic Yard	\$ _____
Lawn Aeration	Per 1,000 SF	\$ _____
Dethatching	Per 1,000 SF	\$ _____
Hedge Trimming	Per Linear Foot	\$ _____
Tree Trimming (Over 15')	Per Tree	\$ _____
Retention Pond Mowing	Per Event	\$ _____
Snow Plowing	Per Event	\$ _____
De-Icing	Per Application	\$ _____
Other services offered	Per Event	\$ _____
		\$ _____

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State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

---

Journey Level Prevailing Wage Rates for the Effective Date: 2/18/2026

# Kitsap County

Trade ^	Job Classification ^	Wage ^	Holiday	Overtime	Note	Risk Class
Landscape Maintenance	Groundskeeper	\$17.13		<b>1</b>		<b>View</b>



## BIDDER QUESTIONNAIRE

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

**Must Be Submitted With Your Bid**

INSTRUCTIONS: Provide the requested information. If Housing Kitsap requires further description, Housing Kitsap may request Bidder provide such information within a mandatory due date. This completed form must be submitted with your Bid. Failure to submit this form fully complete, may result in disqualification of Bid.

Bidder And Representative Information	
Legal Name of Bidder: (Provide <i>full legal</i> name)	
Bidder's Trade Names:	
Bidder's Street Address:	
Bidder's Website:	
Bidder Organization Type: (Check applicable box)	Corporation: <input type="checkbox"/> Domestic <input type="checkbox"/> Foreign
	Limited Liability Company (LLC): <input type="checkbox"/> Domestic <input type="checkbox"/> Foreign
	Partnership: <input type="checkbox"/> Domestic <input type="checkbox"/> Foreign
	Sole Proprietorship: <input type="checkbox"/>
State and Date of Formation: Identify the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, please explain.	
Federal Tax ID No.	
Washington State UBI No.	
State Industrial Acct ID No.	
Name/Title of Bidder's Representative:	
Representative's Address:	
Representatives Phone #:	Representative's Email Address:
Did an outside individual/agency assist with the bid preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please identify the individual/agency:	
Identify all Addenda received by Bidder:	Addendum No/Date Addendum No/Date Addendum No/Date Addendum No/Date

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Invitation for Bid #: \_\_\_\_\_



## BIDDER RESPONSIBILITY CRITERIA

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

### Must Be Submitted With Your Bid

All information requested below must be provided. Failure to properly complete, sign and return this Bidder's Certification form may cause the bid to be rejected. Bidder, through the duly authorized undersigned representative ("Representative") makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

Bidder's Name: \_\_\_\_\_ Invitation for Bid #: \_\_\_\_\_

1. Bidder currently has a certificate of registration in compliance with the following: (Check all that apply)
- Chapter 18.27 RCW – General Contractor
  - Chapter 70.87 RCW – Elevator Contractor
  - Chapter 18.106 RCW – Plumbing Contractor
  - Chapter 19.28 RCW – Electrical Contractor

Certificate #:	Effective Date:	Expiration Date:
Certificate #:	Effective Date:	Expiration Date:

2. Bidder currently has a Washinton Unified Business Identifier (UBI) number. UBI # \_\_\_\_\_
3. Check all that apply:
- Bidder Industrial Insurance (workers' compensation) coverage for Bidder's employees working in Washington, as required in Title 51 RCW.
  - Bidder has Washington Employment Security Dept number, as required in Title 50 RCW;
  - Bidder has a Washington Dept of Revenue state excise tax registration number, as required in Title 82 RCW.
4. Is Bidder disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065?  Yes  No
5. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320 – Has Bidder been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for Invitation for Bid?  Yes  No
6. Per RCW 39.04.350 and RCW 39.06.020, has Bidder received training on requirements related to public work and prevailing wage from the Department of Labor and Industries (L&I) or Bidder is exempt?  Yes  No  Exempt
7. Within the three-year period immediately preceding the date of this Invitation for Bid, has Bidder been determined by a final and binding citation and notice of assessment issued by L&I 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?  Yes  No

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



## EXCEPTIONS AND ASSUMPTIONS FORM

Housing Kitsap  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

### Must Be Submitted With Your Bid

Bidder's Name: \_\_\_\_\_ Invitation for Bid #: \_\_\_\_\_

Housing Kitsap does not intend to make changes to the terms and conditions of the Invitation for Bid, unless necessary to clarify the Scope of Work and technical requirements. Failure to accept the terms and conditions may result in a Bid being deemed nonresponsive. Bidders shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the Invitation for Bid and associated documents, including the proposed contract terms. Exceptions and/or Assumptions must be clearly identified on the table below and returned with the Bid. Unallowable or questionable Exceptions and/or Assumptions may cause a Bid to be non-responsive. Exceptions or Assumptions noted elsewhere in the Invitation for Bid and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS *(attach additional pages if needed)*:

Identify All Exceptions and Deviations <i>(check one)</i>					
<input type="checkbox"/> <b>No Exceptions Requested:</b> Bidder is not requesting exceptions to the Invitation for Bid and associated documents.					
<input type="checkbox"/> Bidder requests the exceptions and/or assumptions identified below:					
No	Section, Page, and Reference	Language To Which An Exception or Assumption taken	Provide Basis For All Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					
5.					

6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_



**COST PROPOSAL**

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

**Must Be Submitted With Your Bid**

Bidder's Name: \_\_\_\_\_ Invitation For Bid #: \_\_\_\_\_

Please provide the total cost for the goods and services as identified in the Invitation for Bid. Bids must include all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project, and profit.

Bidder's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**ANNUAL COST:** \_\_\_\_\_

**COST BREAKDOWN:** Please use the Cost by Property Table that follows.

	<b>LOCATION</b>	<b>MONTHLY \$</b>
Conifer Woods Apartments	4698 SE Conifer Park Drive, Port Orchard, WA 98366	
Finch Place Apartments	215 Finch Place SW, Bainbridge Island, WA 98110	
Fjord Manor	19581 1st Avenue NE, Poulsbo, WA 98370	
Fjord Vista II	Management Office - 19581 1st Avenue NE, Poulsbo, WA 98370	
Golden Tides 1	9265 Bayshore Drive Silverdale, WA 98383	
Golden Tides 2	9239 Bayshore Drive NW, Silverdale, WA 98383	
Golden Tides 3	Management Office - 9239 Bayshore Drive NW, Silverdale, WA 98383	
Heritage Apartments	145 Lippert Drive West, Port Orchard, WA 98366	
Kingston Ridge Apartments	26659 Myrtle Lane NE, Kingston, WA 98346	
Liberty Bay Apartments	3331 & 3335 Harris Road Port Orchard, WA 98366	
Liberty Bay Apartments	4010 & 4012 Petersville Road Bremerton, WA 98310	
Madrona Manor	3900 Madrona Drive SE, Port Orchard, WA 98366	
Nollwood Apartments	385 Nollwood Lane Bremerton, WA 98312	
Orchard Bluff Mobile Home Park	1345 SE Carl Pickel Drive, Port Orchard, WA 98366	
Park Place Apartments	110 NE Brookdale Lane, Bremerton, WA 98311	
Port Orchard Vista	900 Mitchell Avenue, Port Orchard, WA 98366	
Rhododendron Apartments	235 High School Road NW, Bainbridge Island, WA 98110	
Viewmont Apartments	1904 Pioneer Lane SE, Port Orchard, WA 98366	
Windsong Apartments	19880 3rd Avenue NW, Poulsbo, WA 98370	
Time Square	26234 Illinois Ave NE, #6, Kingston, WA 98346	
Nordic Cottages	609 NE Lincoln Rd, Poulsbo, WA 98370	

	<b>IDENTIFICATION OF SUBCONTRACTORS</b>	<p style="text-align: center;"> <b>Housing Kitsap</b>            2244 NW Bucklin Hill Rd.            Silverdale, WA 98383  <a href="mailto:Procurement@housingkitsap.org">Procurement@housingkitsap.org</a> </p>
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PROPOSERS'S NAME: \_\_\_\_\_

PROPOSERS: Provide the following information for all proposed subcontractors that may provide services of any kind for the Contract. Additional pages may be attached if necessary.  
If no subcontractors will be used in the execution of these services, indicate that and sign below.

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

SIGNATURE (*Authorized Representative*): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**DRAFT FOR REFERENCE ONLY** (pages 21-37)

**PUBLIC WORKS CONTRACT**  
**CONTRACT NUMBER -**

This Contract ("Contract") is entered into between Kitsap Consolidated Housing Authority, dba Housing Kitsap, with its principal offices at 2244 NW Bucklin Hill Rd., Silverdale, Washington 98383 ("Housing Kitsap") and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Address] ("Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**SECTION 1. DURATION OF CONTRACT**

The term of this Contract shall commence upon the effective date set forth below. Contractor shall substantially complete all work required under this Contract within a period of **NUMBER OF DAYS** working days from the Start Date stated in the written Notice to Proceed referenced in Section 7. Final completion and closeout of this Contract shall occur **NUMBER OF DAYS** working days after timely substantial completion, except as provided in Section 6 below. Time is of the essence in the performance of this Contract.

**SECTION 2. DESCRIPTION OF THE WORK**

- 2.1 Contractor shall do all work necessary to complete **TYPE OF SERVICE (EX. ROOFING SERVICES)** in accordance with Attachment A (Scope of Work), attached hereto and made a part hereof by this reference.
- 2.2 Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to any drawings, specifications, and any addenda thereto, all terms and conditions in the Invitation for Bid and Contractor's bid documents. A list of such Project Documents is attached hereto as Attachment B (Project Documents) and made part by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by Housing Kitsap pursuant to Section 12.
- 2.3 Procurement of Recovered Materials. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA)-designated items unless the product cannot be acquired: i) competitively within a timeframe providing for compliance with the contract performance schedule; ii) meeting contract performance requirements; or iii) at a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 2.4 Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but

not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **SECTION 3. CONTRACT AMOUNT**

Housing Kitsap hereby agrees to pay Contractor in the amount of **\$AMOUNT**, according to the Contractor's bid (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract.

### **SECTION 4. PREVAILING WAGE**

- 4.1 Pursuant to RCW Chapter 39.12 and WAC 296-127, Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to Housing Kitsap of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by Contractor at the work site.
- 4.2 A "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by Contractor. The Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by Contractor prior to release of the retained percentage. Copies of these documents shall be provided to Housing Kitsap prior to any payment being made to Contractor. The fee for each of these documents shall be paid by Contractor.
- 4.3 Compliance with the Davis-Bacon Act. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 USC §3141- 3144, and 3146-3148) and the requirements of 29 CFR §5 as may be applicable. Contractor shall comply with 40 USC §3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractor is required to pay wages not less than once a week.

### **SECTION 5. PAYMENT**

- 5.1 At monthly intervals, unless determined otherwise by Housing Kitsap, Contractor submit to Housing Kitsap an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, Housing Kitsap shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to Housing Kitsap. Five (5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60.28. No invoice or

billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted.

- 5.2 In the event Contractor has failed to perform any substantial obligation to be performed by Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from Housing Kitsap, then, in its sole discretion and upon written notice to Contractor, Housing Kitsap may withhold any and all monies due and payable to Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
- 5.3 Unless otherwise provided for in this Contract or any of the Project Documents, Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- 5.4 No payment shall be made for any work performed by Contractor, except for work identified and set forth in this Contract or the Project Documents.

#### **SECTION 6. PERFORMANCE AND PAYMENT BOND & RETAINED PERCENTAGE**

- 6.1 Pursuant to RCW Chapter 39.08, Contractor shall make, execute, and deliver to Housing Kitsap a performance and payment bond for the total contract amount of \$**CONTRACT AMOUNT**. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, unless otherwise agreed to, exclusive of the day of notice.
- 6.2 In accordance with RCW Chapter 60.28, Housing Kitsap shall release any retained percentage withheld in the manner set forth in Section 5.1., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by Housing Kitsap of an "Affidavit of Wages Paid."
- 6.3 Neither Housing Kitsap nor Housing Kitsap's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

#### **SECTION 7. NOTICE TO PROCEED**

Housing Kitsap shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond, a copy of insurance policies, and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

#### **SECTION 8. STANDARDS, ACCEPTANCE, RISK OF LOSS, WARRANTY**

- 8.1 Warranties. Contractor warrants and represents to Housing Kitsap as follows:

- A. Contractor has free and encumbered title and the right to sell the Goods to Housing Kitsap.

- B. All Goods will: i) be free from defects, and errors or omissions in design, materials, and workmanship; ii) comply in every respect with any relevant specification, industry standards, samples, drawings, and the Contract; iii) be newly manufactured, of first quality and not end of life; iv) adequately marked, labeled, contained, and packaged to prevent damage or deterioration during transport; v) be able to be used, assembled, handled, stored, dismantled, decommissioned, and disposed of without risk to the health or safety of any person; vi) be of good and merchantable quality; and vii) of satisfactory quality and fit for the purpose for which Housing Kitsap has made known to Contractor, or, where Housing Kitsap does not make any purpose known to Contractor, for the purpose for which the Goods are normally used.
- C. All Services will: i) be performed with due care, diligence, and skill, in a professional, efficient and safe manner, and to best industry standards; ii) be performed by appropriately qualified and experienced personnel; iii) be fit for the ordinary purpose for which they are intended; and iv) comply with every relevant specification, industry standards, and the Contract. Contractor shall devote such time, energy, attention, and efforts to the Services provided under this Contract in order to promptly, efficiently, and satisfactorily provide all Services.
- D. Contractor will do all acts, matters, and things that may be necessary for and incidental to the proper and efficient supply of the Goods and Services. Contractor and any persons employed by Contractor will comply with all laws and standards relating to the supply of the Goods and Services, including Housing Kitsap's standards, policies, procedures, and directions, and obtain all necessary licenses, consents, permits, and approvals to supply the Goods and Services. Contractor shall keep Housing Kitsap informed of the progress of the Goods and Services in the manner, method, and intervals requested by Housing Kitsap.
- E. Contractor and any persons employed by Contractor: i) are competent and have all necessary and appropriate skills, training, background, and valid qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them; ii) will behave in a professional and responsible manner at all times and perform the Services with due care and skill and in accordance with best industry practice; iii) understand and agree to the requirements of this Contract which are relevant to them; and iv) when accessing Housing Kitsap locations, will comply with any security, occupational health, and safety and other policies and procedures specified by Housing Kitsap from time to time.
- F. Contractor will ensure that Housing Kitsap will obtain the benefit of all warranties given by all manufacturers, subcontractors, suppliers, and other relevant third parties in relation to the Goods and Services; and that the supply, and use, of any Goods and Services does not and will not contravene any laws or infringe the rights of a third party (including any Intellectual Property Rights). During any applicable Warranty Period, Contractor shall, at no additional charge to Housing Kitsap and without prejudice to any other rights or remedies of Housing Kitsap, repair or replace any Goods or Services that do not comply with any of the applicable warranties.

8.2 Inspection, Testing, and Acceptance. Prior to delivery of any Goods, Contractor must conduct pre-installation testing to confirm that all Goods have no apparent defects. All Goods and Services are subject to final inspection and acceptance by Housing Kitsap. In the event of

nonconforming Goods and/or Services, Housing Kitsap may elect to do any or all of the following: a) waive the non-conformance; b) stop the work immediately; c) require Contractor to bring Goods and Services into compliance; and/or d) terminate the Contract and seek all remedies available in law and in equity. Contractor agrees to diligently correct any work and replace any Goods and Services or make alternations necessary to meet specification requirements free of cost to Housing Kitsap. Inspection, testing, acceptance, or use of the Goods and Services will not affect Contractor's obligation under the warranty. All warranties shall survive inspection, testing, acceptance, and use.

- 8.3 Title and Risk of Loss. Title to all Goods and Services will vest in Housing Kitsap upon delivery to Housing Kitsap unless expressly agreed otherwise. Risk of loss for Goods will pass to Housing Kitsap when Housing Kitsap actually receives and accepts the Goods at the point of delivery. All work shall be performed at Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. All Goods failing to conform to the Contract shall be held at Contractor's risk and may be returned to Contractor.
- 8.4 Damage to Housing Kitsap Property. Contractor shall perform all work so that no damage to any Housing Kitsap buildings or property results. Contractor shall at its sole expense repair any damage caused to the satisfaction of Housing Kitsap. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall at its sole expense, repair and finish in a manner which matches existing material as approved by Housing Kitsap.
- 8.5 Product Discontinuance. Should a product or model identified in the Contract be subsequently discontinued by the manufacturer, Housing Kitsap at its sole discretion may allow Contractor to provide a substitute for the discontinued item. Contractor shall request prior permission from Housing Kitsap to substitute a new product or model and shall provide Housing Kitsap with documentation from the manufacturer confirming that the product or model has been discontinued and identifying the names of the replacement product or model. All replacements shall meet or exceed all Contract specifications, be compatible with all the functions or uses of the discontinued product or model, and be at a price equal to or less than the discontinued product or model.
- 8.6 Guarantee. All Goods and Services shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the Housing Kitsap against defects in material and workmanship. Contractor at its sole expense shall be responsible for the repair or replacement of any defects identified during that period, unless the defect was caused solely by misuse of Housing Kitsap.

## **SECTION 9. NOTICE AND CONTRACT REPRESENTATIVES**

Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

For Contractor:  
Name of Representative:  
Title:  
Address:  
Telephone Number:  
E-mail Address:

For Housing Kitsap:  
Name of Representative:  
Title:  
Address:  
Telephone Number:  
E-mail Address:

## **SECTION 10. INDEMNIFICATION**

- 10.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Housing Kitsap and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by Contractor from and against any and all Claims.
- 10.2 With regard to any Claim against any Indemnitee by any of Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 10.3 Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, consequential damages, and punitive damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
- 10.4 Obligations/Notice of Claim. Housing Kitsap will provide Contractor notice of the assertion of liability by a third party that may give rise to a Claim by Housing Kitsap against Contractor based on the indemnity contained herein. Contractor shall respond to Housing Kitsap's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date and will advise Housing Kitsap if Contractor accepts or denies tender of the claim. Housing Kitsap may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice. Contractor shall keep Housing Kitsap timely and fully informed through all stages of the defense and promptly respond to and comply with Housing Kitsap's requests for information. Housing Kitsap at all times reserves the right but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not

constitute a waiver of Contractor's indemnity and defense obligations under the Contract. Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon Housing Kitsap without the prior written consent of Housing Kitsap. Contractor shall promptly advise the Housing Kitsap of any occurrence or information known to Contractor that could reasonably result in a Claim against Housing Kitsap. The violation of any provisions of Section 9, including improper refusal to accept tender, is a material breach.

## **SECTION 11. INSURANCE**

11.1 Minimum Insurance Required. Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged, including any warranty period, all insurance required in Section 10 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to Housing Kitsap. Use of alternative insurers requires prior written approval from Housing Kitsap. Coverage limits shall be at minimum the limits identified in Section 10, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.

11.2 Commercial General Liability: Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1 million per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2 million.

Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of Contractor will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

11.3 Automobile Liability: If applicable, Contractor shall maintain automobile liability insurance to be described as follows: (check the box that applies)

Contractor shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. - OR -

Contractor shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If Contractor will use non-owned vehicles in performance of this Contact, the coverage shall include owned, hired and non-owned automobiles. - OR -

Not Applicable.

- 11.4 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming Housing Kitsap as an additional insured as provided in Section 7, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 11.5 Workers' Compensation and Employer Liability. If applicable, Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.
- 11.6 Primary, Non-Contributory Insurance/Subcontractors. Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the Housing Kitsap will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.
- 11.7 Review of Policy Provisions. Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to Housing Kitsap. Housing Kitsap reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. Housing Kitsap also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Housing Kitsap has the right to request and review the self-insurance retention limits and deductibles, and Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.
- 11.8 Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against Housing Kitsap, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should Contractor enter into a waiver of subrogation on a pre-loss basis.
- 11.9 Additional Insured, Endorsement, and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name Housing Kitsap, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to Housing Kitsap.

- 11.20 No Limitation on Liability. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Housing Kitsap, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 11.21 Claims-Made. If Contractor's liability coverage is written as a claims-made policy, Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

## **SECTION 12. CHANGES IN WORK**

- 12.1 All instructions, modifications, and changes to the Contract shall be conveyed to Contractor through the Housing Kitsap's Representative. Any work executed upon the direction of any person or entity other than Housing Kitsap's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. Housing Kitsap's Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.
- 12.2 Housing Kitsap may, at any time, without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the work. Contractor agrees to fully perform any such changes in the work. Contractor shall proceed with the work upon receiving a written change order approved by Housing Kitsap, or an oral order from Housing Kitsap before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.
- 12.3 If Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from Housing Kitsap, submit to Housing Kitsap a written statement setting forth the general nature and monetary extent of such claim. Contractor shall supply such supporting documents and analysis for the claims as Housing Kitsap may require in order to determine if the claims and costs have merit. No claim by Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- 12.4 If Housing Kitsap and Contractor are unable to reach agreement on the terms of any change to the work, Contractor shall pursue resolution of the disagreement pursuant to Section 18.

### **SECTION 13. INSPECTION**

Housing Kitsap shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract; and (b) to inspect all work and materials for conformity with the Contract terms. Contractor shall be responsible for ensuring the work and materials conform to the Contract terms even if the Housing Kitsap conducts an inspection of the same.

### **SECTION 14. TERMINATION**

- 14.1 For Convenience. Housing Kitsap may terminate this Contract upon giving ten (10) days written notice to the Contractor.
- 14.2 For Funding Issues. If any funding for this project is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, Housing Kitsap may in its discretion: (1) accept a decreased price offered by Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.
- 14.3 Termination for Breach. If Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by Housing Kitsap, Housing Kitsap may terminate this Contract, in which case Housing Kitsap shall pay Contractor only for the costs of work performed and accepted by Housing Kitsap, in accordance with Sections 5 and 6 of this Contract. Upon such termination, Housing Kitsap, at its discretion, may obtain performance of the work elsewhere, and Contractor shall bear all costs and expenses incurred by Housing Kitsap in completing the work and all damage sustained by Housing Kitsap by reason of the Contractor's breach.
- 14.4 Procedures. Upon receipt of notice of termination, Contractor shall stop all services as directed in the notice and minimize further costs. Termination of this Contract shall not relieve Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed. Housing Kitsap shall pay Contractor for all cost incurred by Contractor in performing the Contract up to the date of notice of termination. Payment shall be made in accordance with Sections 5 and 6 of this Contract. No costs incurred after the effective date of termination will be paid.

### **SECTION 15. SUSPENSION AND DEBARMENT**

- 15.1 This Contract is a covered transaction for purposes of 2 CFR §180 and 2 CFR §3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
- 15.2 Contractor must comply with 2 CFR §180, subpart C and 2 CFR §3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- 15.3 This certification is a material representation of fact relied upon by Housing Kitsap. If it is later determined that Contractor did not comply with 2 CFR §180, subpart C and 2 CFR §3000, subpart C, in addition to remedies available to Housing Kitsap, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **SECTION 16. AMENDMENT, SUBCONTRACT, INDEPENDENT CONTRACTOR**

- 16.1 Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 16.2 Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 16.3 Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other.
- 16.4 Subcontracts. Contractor shall provide Housing Kitsap a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Good or Service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 16.5 Independent Contractor.
- A. Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of Housing Kitsap. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
  - B. Contractor acknowledges that payment for work performed under this Contract does not include any Housing Kitsap benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Housing Kitsap employees.
  - C. Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of Housing Kitsap, unless otherwise directed by the terms of this Contract.
  - D. Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from Housing Kitsap's Contract Representative or designee.

## **SECTION 17. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

## **SECTION 18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Contract.

## **SECTION 19. REPRESENTATIONS AND RECORDS**

- 19.1 No Fee. Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 19.2 Compliance with the Copeland "Anti-Kickback" Act. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR §3 as may be applicable, which are incorporated by reference into this contract. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Housing Kitsap may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment.
- 19.3 Licenses, Permits, and Taxes. Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 19.4 Nondiscrimination. Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and the Americans with Disabilities Act, and as amended, in the performance of the Contract.
- 19.5 Equal Employment Opportunities. The Parties agree to the language in Attachment C (Nondiscrimination), attached hereto and made a part hereof by this reference.
- 19.6 Public Records. Contractor acknowledges the Contract and all records associated with the Contract shall be available to Housing Kitsap for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW ("Act"). To the extent that records in the custody of Contractor are needed for Housing Kitsap to respond to a request under the Act, as determined by Housing Kitsap, Contractor shall make them promptly available to Housing Kitsap at no cost to Housing Kitsap. If Contractor considers any portion of any record, whether

electronic or hard copy, to be protected from disclosure under the law, Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If Housing Kitsap receives a request under the Act to inspect or copy the information that has been identified by Contractor as protected from disclosure and Housing Kitsap determines that release of the information is required by the Act or otherwise appropriate, Housing Kitsap's sole obligation will be to make a reasonable effort to notify Contractor of the request and the date that such protected information will be released to the requester unless Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If Contractor fails to timely obtain a court order enjoining disclosure, Housing Kitsap will release requested information on the date specified. Housing Kitsap has no obligation on behalf of Contractor to claim any exemption from disclosure under the Act. Housing Kitsap will not be liable to Contractor for releasing records in compliance with the Act, this subsection or court order.

- 19.7 Advertising. Contractor shall not advertise or use the name, trademark, or logo of Housing Kitsap, without Housing Kitsap's prior written consent.
- 19.8 Audit and Record Retention. Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by Housing Kitsap. All records shall be subject to inspection and audit by Housing Kitsap. Upon request, the Contractor shall promptly make all records available to Housing Kitsap at no cost to Housing Kitsap.
- 19.9 Additional Requirements. As applicable, Contractor agrees to the additional requirements stated in Attachment D, attached hereto and made a part hereof by this reference.

## **SECTION 20. GOVERNING LAW, DISPUTES**

- 20.1 Governing Law; Venue. The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 20.2 Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of Housing Kitsap.

## **SECTION 21. GENERAL PROVISIONS**

- 21.1 Force Majeure. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties out of Contractor's control.
- 21.2 Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

- 21.3 Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.
- 21.4 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
- 21.5 No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than Housing Kitsap and Contractor.
- 21.6 Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 21.7 Precedence. The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be this Contract, scope of work, documents referenced or included in the invitation for bid, Contractor's bid accepted by Housing Kitsap.
- 21.8 Counterparts/Electronic Signature. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 21.9 Non-Exclusive Contract. Housing Kitsap may obtain the same or similar goods or services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.
- 21.10 Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 8 (Standards, Acceptance, Risk of Loss, Warranty), 10 (Indemnification), 11 (Insurance), 16 (Amendment, Subcontract, and Independent Contractor), 20 (Governing Law, Disputes), and 21 (General Provisions).
- 21.11 Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.
- 21.12 Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

*Signature Page to Follow*

DATED this \_\_\_ day of \_\_\_\_\_, 202\_

DATED this \_\_\_ day of \_\_\_\_\_, 202\_

**CONTRACTOR**

**HOUSING KITSAP**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
Contractor Registration No.

DRAFT

**ATTACHMENT A  
SCOPE OF WORK**

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**ATTACHMENT B  
PROJECT DOCUMENTS**

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**ATTACHMENT C**  
**EQUAL EMPLOYMENT OPPORTUNITIES**

During the performance of this Contract, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Housing Kitsap further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if Housing Kitsap is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Housing Kitsap agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Housing Kitsap further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**ATTACHMENT D  
ADDITIONAL REQUIREMENTS**

*For Contracts over the amount of \$100,000, Contractor will comply with the following:*

**Contract Work Hours and Safety Standards Act**

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. Housing Kitsap shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2. Required Certification. Contractor must sign and submit to HOUSING KITSAP the Certification document in Attachment D-1, attached hereto and made a part hereof by this reference.

*For Contracts over the amount of \$150,000, Contractor will comply with the following:*

#### **Clean Air Act**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Contractor agrees to report each violation to Housing Kitsap and understands and agrees that Housing Kitsap will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funding.

#### **Federal Water Pollution Control Act**

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to Housing Kitsap and understands and agrees that Housing Kitsap will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funding.

**ATTACHMENT E**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**BID FOR:** Landscaping & Maintenance Services for Housing Kitsap (HK)

**PROJECT #:** \_\_\_\_\_

**TO:** Kitsap County Consolidated Housing Authority  
dba Housing Kitsap  
2244 NW Bucklin Hill Road  
Silverdale, WA 98383

Pursuant to and in compliance with the Advertisement for Bids or the Instructions to Bidder, issued by the Kitsap County Consolidated Housing Authority, dba Housing Kitsap (HK) for this Project, the undersigned bidder, by submitting this Bid, hereby certifies that they are in compliance with the responsible bidder criteria requirement:

(a) it has personally and carefully examined all of the Bid Documents, as defined in the Instructions to Bidder, including without limitation the Addenda, if any, referenced below, and

(b) it is in compliance with the responsible bidder criteria requirements listed in the Bid Documents, and

(c) Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost and hereby also makes the additional certifications and acknowledgements set forth the Instructions to Bidder. Based on the foregoing examinations, inspection, certifications and acknowledgements, the undersigned bidder hereby proposes to furnish all labor, materials, equipment, services, taxes & fees necessary to complete the work in strict accordance with the Contract Documents, as included in the Bid Documents, for the following sum (hereinafter known as the "Basic Bid"):

**TOTAL BASIC BID:** \$: \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

The Basic Bid set forth above include all taxes that are the bidder's responsibility under the terms of the Bid Documents or at law, including without limitation all sales tax or use tax due upon sales and rentals of tools, equipment, and material intended primarily for use with this Project. The bidder's attention is directed to the Bid Documents for further information regarding the treatment of sales tax or use taxes.

**ADDENDA**

Receipt of the following addenda is acknowledged:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

If awarded the contract for the foregoing work, the undersigned bidder hereby agrees within ten (10) days of HK's delivery of the formal construction contract agreement to bidder, to execute and return to HK the performance and payment bond and evidence of all required insurance. If the bidder, in the event of acceptance of its bid by HK, fails to execute the construction contract agreement, fails to furnish the payment or performance bond (if required) or to provide proof of all required insurance within the time specified herein, HK may reject the bid

By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm that is debarred, suspended or otherwise ineligible to be awarded contracts by the United States Government.

The undersigned bidder further agrees that should this Bid be accepted; it will complete all of the work covered by these Contract Documents within the agreed upon calendar days after the notice to proceed has been issued by HK. Furthermore, once started, the undersigned bidder will proceed on an uninterrupted basis with the Work, except as otherwise authorized by the HK.

The above Bid will be honored by the undersigned bidder for sixty (60) days after the formal bid opening date.

Respectively submitted,

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Contract License # \_\_\_\_\_

Federal ID # \_\_\_\_\_

If awarded a Contract, our surety company will be:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

The Contractor agrees that for the duration of the Project \_\_\_\_\_ shall

be its Project Manager and \_\_\_\_\_ shall be its Project Superintendent.

Project Manager Contact #: \_\_\_\_\_

Project Superintendent Contact #: \_\_\_\_\_

**NOTE: FOR THIS BID TO BE COMPLETE AND RESPONSIVE, THE FOLLOWING CHECKED DOCUMENTS NEED TO BE FULLY COMPLETED, EXECUTED AND ATTACHED TO THIS BID:**

- Bid Form
- Profile of Firm Form
- W-9
- Contractor Qualification Statement
- Copy of Current Contractor License and Business Registration
- Proposed Construction Schedule and Timeline
- Bid Bond in the amount of 5% of the aggregate Basic Bid
- List of Subcontractors Performing Major Categories of Work (10% or more within trade)

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## Section 3 Instructions for Contractors

### **What is Section 3?**

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist primarily low-income families.

Section 3 regulations recognize that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide “bricks and mortar” but can also positively impact the lives of residents who live in the neighborhoods where HUD funded projects occur.

Section 3 of the Housing and Urban Development Act of 1968 is HUD’s legislative directive for providing preference to low- and very low-income residents of the local community and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

### **Benchmarks**

The Department of Housing and Urban Development (HUD) has established employment and training goals that subrecipients, contractors and subcontractors should meet to comply with Section 3 requirements outlined in 24 CFR Part 75.19. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers when hiring additional employees is needed to complete the proposed work.

The safe harbor benchmarks are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on the Section 3 project are Section 3 workers;
  - Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on the Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
  - Targeted Section 3 Labor Hours/Total Labor Hours = 5%

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## **Documenting Section 3 Workers and Businesses**

Under Section 3, contractors and subcontractors should make every effort to provide employment and training opportunities to Section 3 workers and make an effort to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

### **Certification of Section 3 Workers**

Persons who qualify as a **Section 3 worker** would meet one or more of the following criteria currently or when hired within the past five years:.

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD. For the purposes of eligibility, individual income rather than family/household income should be used); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

A **Targeted Section 3 worker** would meet one of the following categories:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
  - b) A YouthBuild participant.

**For a worker to qualify as a Section 3 worker, one of the following must be maintained, forms will be provided:**

- An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis (*Section 3 Contractor Labor Hours Reporting form*); or
- An employer's certification that the worker is employed by a Section 3 business concern (*Section 3 Contractor Labor Hours Reporting form and Section 3 Business concern Certification form*).
- A worker completes and signs the self-certification form that their income is below the income limit from the prior calendar year or they participate in a

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means-tested program such as public housing or Section 8-assisted housing (*Section 3 Worker Self-Certification Form*);

**For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained, forms will be provided:**

- An employer’s confirmation that a worker’s residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census (*Confirm with Kitsap County Block Grant Office and have employee sign Section 3 Worker Self-Certification form*);
- An employer’s certification that the worker is employed by a Section 3 business concern (*Section 3 Contractor Labor Hours Reporting form and Section 3 Business concern Certification form*); or
- A worker’s self-certification that the worker is a YouthBuild participant (*Section 3 Worker Self-Certification Form*).

### **Certification of Section 3 Businesses**

Businesses that believe they meet they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

1. At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
2. At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
3. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference must certify, or demonstrate to contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form (form provided).

### **Section 3 Outreach**

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: “This job is a Section 3 eligible job opportunity. We encourage

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- applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher”;
- 2) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants. The following organizations should be contacted:
    - a. Work Source Center
    - b. Skookum Enterprises
    - c. Youthbuild
    - d. Local Labor Unions
  - 3) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
    - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
    - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices
    - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities
  - 4) HUD also maintains a Section 3 Opportunity Portal where you can post job/contract opportunities or search for eligible workers to fill positions. The site can be found here [Section 3 Opportunity Portal - Home \(hud.gov\)](https://www.hud.gov/section3)

**Section 3 Provisions/Contract Language**

Contractors are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.19

# Certification Regarding Debarment and Suspension

## Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

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Applicant Name

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Program/Activity Receiving Federal Grant Funding

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The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

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Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

REQUEST FOR PROPOSALS (RFP) No. 2026-RFP-LAND  
Landscaping Maintenance Services for Housing Kitsap (HK)

1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
  - A. Addenda means written instructions issued by the Director of Procurement & Administration prior to the Solicitation due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
  - B. Proposal means the offer submitted by the Proposer in response to this Solicitation.
  - C. Proposer means the person or entity submitting a proposal in response to the Solicitation.
  - D. Contract means the agreement to provide the services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Solicitation Instructions, scope of work, specifications, all exhibits, any Housing Kitsap clarifications and addenda, the Proposer's proposal as accepted by Housing Kitsap, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
  - E. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
  - F. Services means all work to be performed and provided as identified in the Solicitation.

For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.

2. Questions, Communications. All communications concerning the Solicitation must be in **writing** directed to the Director of Procurement & Administration and reference the Solicitation number, page, and section number. Questions will be accepted up to the date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered.

Proposers are to obtain written clarification from the Director of Procurement & Administration regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve the Proposer of any responsibilities under the Solicitation or any subsequent Contract. Only answers to questions communicated by the Director of Procurement & Administration in an issued addenda will be binding on Housing Kitsap. **Proposers that communicate with other Housing Kitsap staff regarding the Solicitation without prior authorization from the Director of Procurement & Administration may be disqualified.**

3. Proposal Due Date, Time. Proposals must be received by Housing Kitsap at the specified location by the Proposal due date and time. The Proposer is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of Housing Kitsap.

REQUEST FOR PROPOSALS (RFP) No. 2026-RFP-LAND  
Landscaping Maintenance Services for Housing Kitsap (HK)

4. Format, Submission, Copies, Signature
- A. Proposers shall submit: **3 printed copies** of their Proposal to the address provided on Page 2. Late Proposals will not be accepted.
  - B. Proposer is to return all exhibits and addenda issued by the Director of Procurement and Administration signed by a person authorized to sign on behalf of the Proposer. Unsigned Proposals may be rejected by Housing Kitsap as incomplete.
  - C. Proposals are to be signed by the person with legal authority to act on behalf of the entity.
    - 1. Corporation. Proposal shall be executed by the president, vice-president, or other authorized corporate officer on behalf of the corporation.
    - 2. Partnership. If submitted by a partnership, the Proposal shall be executed by a general partner on behalf of the partnership (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
    - 3. Limited Liability Company. If submitted by a limited liability company, the Proposal shall be executed in the name of the LLC by a member and accompanied by evidence of authority to sign.
    - 4. Joint Venture. If submitted by a joint venture, the Proposal shall be executed by each participant in the joint venture, pursuant to a joint venture agreement.
5. Acceptance Of Terms and Conditions. The submission of a Proposal pursuant to this Solicitation constitutes acknowledgment and acceptance of all terms and conditions set forth in the Solicitation.
6. Addenda. Proposers are responsible for checking for Addenda, which will be posted on Housing Kitsap website at <https://www.housingkitsap.org/procurement> and via known email. Housing Kitsap will issue an Addenda if it modifies the Solicitation or responds to questions. Proposers are to acknowledge receipt of all Addenda on the *Proposal Certification Form* and submit all signed Addenda and completed exhibits with the Proposal.
7. Addenda Conflict. If there is any conflict between the Addenda, or between the Addenda and the Solicitation documents, the document issued last in time controls.
8. Exceptions, Assumptions. Proposals in strict compliance with the Solicitation are desired. Proposer shall provide a complete comprehensive list of all exceptions requested and assumptions made when preparing the Proposal using the *Exceptions and Assumptions Form*. **Any exception or assumption not specified on the Exceptions and Assumptions Form will be considered void and not part of the Proposal.** The absence of an identified exception or assumption on the form shall mean the Proposer acknowledges, accepts, and agrees to comply with all terms and conditions as identified in the Solicitation in every respect. A Proposal with an exception or deviation to any material requirement of the Solicitation may be rejected.
9. Costs, Taxes. Proposals shall identify the total costs, fees, taxes if applicable and charges for the services requested in the Solicitation on the *Cost Proposal Form*. The total cost shall include any incidental charges that may be required to provide the services. Payment of all costs, fees and other charges not identified on the *Cost Proposal Form* shall be the responsibility of the Proposer.

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10. Rejection, Waiver. Housing Kitsap in its sole discretion retains the right, without penalty, to reject any and all Proposals or portions thereof, and/or waive or reject any defects, informalities, or irregularities.
11. Non-Responsive Proposal. Housing Kitsap in its sole discretion retains the right, without penalty, to determine any Proposal, in whole or in part, is nonresponsive if the Proposal a) is submitted late or incomplete; b) is noncompliant with any part of the Solicitation; c) contains inaccurate, misleading, exaggerated, or false information; d) fails to respond to every Solicitation item or to provide all information requested; e) is irregular; and/or f) takes exception or assumption. Proposals will be considered irregular if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
12. Preparation Costs. Proposer understands and agrees that Housing Kitsap is not responsible for any costs incurred by the Proposer in the preparation or submission of a Proposal including without limitation the costs associated demonstrating, presenting, or negotiating in response to the Solicitation.
13. Acceptance Period. All Proposals timely submitted shall remain open and may not be withdrawn for **one hundred twenty (120) days** after the submission date.
14. Acceptance Does Not Bind Housing Kitsap. Acceptance of a Proposal does not bind Housing Kitsap until it is approved by the appropriate Housing Kitsap level of authority and a Contract is executed by the parties.
15. Housing Kitsap Right to Withdraw or Amend. Housing Kitsap in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of the Solicitation at any time, for any reason or no reason, up to Contract execution when it is in the best interests of or advantageous to Housing Kitsap.
16. Proposer's Withdrawal or Modification. Proposer may modify or withdraw a submitted Proposal prior to the Proposal due date and time. A request to modify or withdraw a Proposal must be in writing, signed by an authorized representative of Proposer and submitted to the Director of Procurement & Administration.  
  
Faxed withdrawals or phone calls will NOT be accepted. A withdrawn Proposal may be re-submitted prior to the Proposal due date and time. Negligence in preparing or submitting a Proposal confers no right of withdrawal or modification after the due date and time.
17. Proposer Responsibilities. Proposers shall assume that any purchase, responsibility, insurance, and any other action or activity which is necessary for the satisfactory provision of the services requested in the Solicitation, but not specifically designated as a Housing Kitsap responsibility, are the responsibility of Proposer's operation, and Proposer must include these in its response to the Solicitation.
18. Silence or Omission. The apparent silence or omission in the Solicitation as to any detail shall be regarded as meaning that only the best commercial practice is to prevail. All interpretations of the Solicitation shall be made based on this statement.

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19. Examples. Housing Kitsap may request any or all Proposers to provide examples of the service(s) proposed on a no-charge basis. The performance, characteristics, and components of the examples submitted for evaluation will be considered representative of the services proposed and intended for delivery. If an interview is requested, a presentation of the examples may be reviewed.
19. Non-Exclusive Contract. Housing Kitsap intends to award one contract. Regardless, Housing Kitsap retains the discretion to make multiple or partial awards to obtain the same or similar services that are the subject of the Solicitation and/or to order greater or less services based on the needs of Housing Kitsap. Contracts resulting from the Solicitation are not exclusive service agreements.
20. Firm Pricing. Prices will be firm for the entire contract period identified in the Solicitation unless the solicitation specifically provides otherwise, or at the discretion of Housing Kitsap.
21. Applicable Laws. The Solicitation, any Proposal submitted in response, and the resulting Contract shall be governed in all respects by the laws of Washington state, without regard to conflicts of law or choice of law provisions.
22. Compliance With Laws. Proposer and Proposer's Proposal shall comply with all applicable federal, state, and local law, rules, regulations, executive orders, directives of its domicile and wherever performance occurs in connection with the funding source, executive, delivery, and performance of the Contract, regardless of whether they are referred to by Housing Kitsap.
23. Discussions. Housing Kitsap reserves the right to conduct discussions with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify a Proposal and assure full understanding of, and responsiveness to, Solicitation requirements.
24. Interviews, Demonstrations. Housing Kitsap reserves the right, but not the obligation, to conduct interviews with some or all Proposers at any point during the evaluation process. In the event interviews are conducted, information provided during this process may be taken into consideration when evaluating the criteria stated. The Proposer will not be reimbursed by Housing Kitsap for any costs associated with the interview.
25. Contract Terms. **Proposer is required to sign the DRAFT Contract** attached in the Solicitation, if any. No alternations of the Contract will be permitted without prior written approval of Housing Kitsap. Objections to any of the Contract provisions must be set out in the *Exceptions and Assumptions Form*. Failure to identify an exception is considered acceptance.

Per federal law, 2 CFR § 200.326, the language in Clauses 4.1 – Termination for Convenience and Section 7.0 – Suspension and Debarment is not negotiable and will be included in any awarded contract. The language in Section 6 – Insurance, Section 11 – Representations and Records, and Section 13.1 – Governing Law; Venue is not negotiable and will be included in any awarded contract. Housing Kitsap reserves the right to add terms and conditions during Contract negotiations.

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26. Negotiations, Award. Negotiations are scheduled at the convenience of Housing Kitsap. Should the evaluation process result in a top-ranked Proposal, Housing Kitsap may limit negotiations to that Proposer and not negotiate with any lower-ranking Proposer. If negotiations are unsuccessful with the top-ranked Proposer, Housing Kitsap may then go down the line of remaining Proposers, according to rank, and negotiate with the next highest-ranking Proposer. Award will be made to the qualified Proposer whose proposal will be most advantageous to Housing Kitsap, not based solely on price.
27. Licenses, Certifications, Business Standing. Proposers, both corporate and individual, must be fully licensed and certified (in good standing) for the type of work to be performed in Washington state at the time of proposal and for the duration of the Contract. A selected Proposer whose business structure requires that documents be filed regularly with the Washington Secretary of State Corporation Commission (WSCC) must remain in good standing with the WSCC during the term of the Contract. An out-of-state firm must file necessary documents with the WSCC as doing business in Washington prior to execution of the Contract and must remain in good standing with the WSCC and the state where the original documents were filed.
28. Background, Security Investigations. Background and security investigations of Proposer's staff may be required at the discretion of Housing Kitsap as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Proposer.
29. Conflict Of Interest. No Housing Kitsap employee whose position at Housing Kitsap enables him/her to influence the selection of a Proposer for this Solicitation, or any competing Solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Proposer as provided in Chapter RCW 72.23 RCW.
30. Equal Opportunity Employment. Housing Kitsap will not discriminate on the basis of race, color, gender, sexual preference, religion, age, disability, national origin, marital or familial status, or any other legally protected status.
31. Minority-Owned and Women-Owned Business Enterprises. Housing Kitsap strongly encourages responses from Minority and Women's Business Enterprises or partnerships made up of M/W/DBEs as it is Housing Kitsap's goal to increase that contract base.
32. Debarment. The Proposer certifies, by submission of the Proposal, that the Proposer fully complies with the Federal, State, and Housing Kitsap certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion as provided in Executive Order 12549, Debarment and Suspension and implemented at 34 CFR, Part 85.
33. Gratuities, Kickbacks. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

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34. Public Records, Confidential Information. All Proposals and other materials submitted will become the property of Housing Kitsap for use as deemed appropriate and are subject to release pursuant to the Public Records Act, chapter 42.56 RCW. Proposer should clearly identify in its Proposal any specific information that it claims to be confidential or proprietary.

IF HOUSING KITSAP RECEIVES A REQUEST UNDER THE ACT TO INSPECT THE INFORMATION CLEARLY IDENTIFIED BY THE PROPOSER AS EXEMPT FROM DISCLOSURE, HOUSING KITSAP'S SOLE OBLIGATION WILL BE TO MAKE A REASONABLE EFFORT TO NOTIFY THE PROPOSER OF THE REQUEST AND THE DATE THE EXEMPT INFORMATION WILL BE RELEASED TO THE REQUESTOR UNLESS THE PROPOSER OBTAINS A COURT ORDER TO ENJOIN DISCLOSURE PURSUANT TO RCW 42.56.540. HOUSING KITSAP WILL RELEASE THE INFORMATION UNREDACTED ON THE DATE SPECIFIED, ABSENT RECEIPT OF A COURT ORDER ENJOINING SUCH DISCLOSURE. HOUSING KITSAP WILL NOT CLAIM ANY EXEMPTION FROM DISCLOSURE UNDER THE ACT ON BEHALF OF THE PROPOSER.

Housing Kitsap will not be liable to the Proposer for releasing records that have been marked by the Proposer as exempt.

35. Compliance With Federal Requirements. If procurement involves the expenditure of state or federal assistance or contract grant funds, the awarded Proposer shall comply with state and/or federal law and authorized regulations that are mandatorily applicable and that are not set forth in the Solicitation.
36. Subcontractors. Proposer shall not subcontract work under the Contract without the prior written consent of Housing Kitsap. Proposer is wholly responsible for the entire performance of the Contract even when Subcontractors are used and solely responsible for all subcontracts. Proposer's intended Subcontractors must be identified in the *Subcontractors Identification Form*.
37. Reference Checks. Housing Kitsap may conduct reference checks to verify and validate the Proposer's past performance. Reference checks indicating poor or failed performance are cause for rejection. Housing Kitsap reserves the right to obtain reference checks, other than those provided by the Proposer, relevant to the Solicitation requirements and the prospective working relationship between Housing Kitsap and the Proposer. Provide at least three (3) references for government entities and/or for other entities for which the Proposer has provided or is providing the same or similar services. Use the Proposer References form.
38. Protests. Protests of contract awards shall comply with the procedures adopted by Housing Kitsap in its Procurement Policy. Housing Kitsap has no obligation to delay or otherwise postpone a Contract award.
39. Proposal Format, Contents. Proposers are to provide all information requested in the Solicitation in the requested format as listed in Sections 1-4. Proposals should be consecutively numbered and organized as identified below and include all Addenda and exhibits, be appropriately signed, tabbed, and labeled. Responses to sections and subsections shall begin with the clear identification of the section or subsection for which the response is provided. Proposer shall fully respond to each section and not refer to

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another part of the response. Information or data pertaining to a section or subsection, but included elsewhere, shall not be considered part of the response, and shall not be considered part of any contract awarded.

Proposal content outlined below.

**SECTION 1. COMPANY OVERVIEW, TABLE OF CONTENTS, CERTIFICATIONS**

- A. Cover Letter/Company Profile. All Proposals must be accompanied by a cover letter and executive summary.
- B. Table of Contents
- C. Proposal Certification Form and Addenda. Provide documents with original signatures.
- D. Business License(s)/Registration(s)

**SECTION 2. QUALIFICATIONS, PROJECT TEAM**

- A. Qualifications, Experience
  - 1. Describe experience, capabilities, and other qualifications to provide the services requested in the Solicitation for projects of similar size, scope, and nature.
  - 2. Provide an overview of Proposer’s company, including years and nature of experience.
- B. Project Team
  - 1. Describe the experience and qualifications of the persons that will be assigned to provide services under this Contract. Proposer is to provide adequate experienced personnel qualified to provide the services requested in the Solicitation. Proposer agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from Housing Kitsap.
  - 2. Identify the project management team (internal and external) that will provide under the resulting Contract.
  - 3. Provide additional information as required by the Scope of Work.
- C. References.
  - 1. Provide at least three (3) references for entities for which the Proposer has provided or is providing the same or similar services. Please include any government entities if applicable. Use the *Proposer References Form*.
  - 2. Provide additional information as required by the Scope of Work.

### **SECTION 3. TECHNICAL APPROACH, PROJECT SCHEDULE**

#### **A. Technical Project**

1. Describe the procedures and methods to be used to meet the objectives and specifications identified in the Solicitation.
2. Identify all Housing Kitsap and Proposer's responsibilities.
3. Describe methods for compliance with the requirements of the Solicitation.
4. Describe all services to be provided as required in the Solicitation.

#### **B. Project Schedule. Provide available start date.**

#### **C. Scope of Work Response. Proposer's ability to comply with Scope of Work Requirements.**

### **SECTION 4. COST PROPOSAL**

#### **A. Cost Proposal. Cost for services must be submitted with the Proposal. Proposer's total cost for the entire project term must be represented as identified in the Solicitation. Proposals must include an itemized list of all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project, and profit. The successful Proposer must hold the accepted prices and costs for the entire Contract period. No price change shall be effective without prior written consent of Housing Kitsap. Housing Kitsap will not be responsible for any costs Proposer does not identify in its Proposal.**

#### **B. Travel Costs. If applicable, Proposer will identify any out-of-town travel costs associated with the provision of the services. Housing Kitsap will reimburse Proposer for all preapproved and authorized out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Any travel expenses incurred or paid by Proposer will be reimbursed at a rate not to exceed the current Washington state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. For reference, current travel rates may be accessed at: <https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.**

#### **40. Evaluation Criteria. An evaluation committee will evaluate and numerically score each Proposal based on the criteria below and weight assigned to each. The committee may also have the Proposals or portions of the Proposals reviewed and evaluated by independent third parties or various Housing Kitsap personnel with technical or professional experience that**

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relates to the services or criteria in the evaluation process. The committee may also seek reviews of end users of the services or advice or evaluations of subject matter experts. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring. The committee may adopt or reject any recommendations it receives.

41. Exhibits. As part of the proposal, Proposer shall include SIGNED copies of the following as applicable.

- A: Exceptions and Assumptions Form
- B: Cost Proposal Form
- C: Proposer References Form
- D: Subcontractor Identification Form
- E: Sample Contract
- F: All Addenda

<b>Evaluation Criteria</b>	<b>Factor Type</b>	<b>Max Point Value</b>
Firm's Qualifications	Subjective (Technical)	<b>20</b>
Capacity and Capability to Perform the Work Described in the SOW including Schedule	Subjective (Technical)	<b>20</b>
Demonstrated Experience and Successful Past Performance	Subjective (Technical)	<b>30</b>
Proposed Pricing	Subjective (Technical)	<b>30</b>
<b>MAXIMUM TOTAL POINTS</b>		<b>100</b>

END OF INSTRUCTIONS

	<b>EXHIBIT A</b> <b>PROPOSAL CERTIFICATION</b> <b>2025-RFP-07</b>	<b>Housing Kitsap</b> 2244 NW Bucklin Hill Rd. Silverdale, WA 98383 <a href="mailto:Procurement@housingkitsap.org">Procurement@housingkitsap.org</a>
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All information requested below must be provided. Failure to properly complete, sign and return this Proposer’s Certification form may cause the proposal to be rejected. Proposer, through the duly authorized undersigned representative (“Representative”) makes this certification as a required element of submitting a responsive proposal. Proposer certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

PROPOSER AND REPRESENTATIVE INFORMATION			
Legal Name of Proposer: <i>(Provide full legal name)</i>			
Proposer’s Trade Names:			
Proposer’s Street Address:			
Proposer’s Website:			
Proposer Organization Type: <i>(Check applicable box)</i>	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State and Date of Formation:	Identify the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Federal Tax ID No.			
Washington State UBI No.			
State Industrial Acct ID No.			
Name/Title of Representative:			
Representative’s Address:			
Representatives Phone Nos:			
Representative’s Email Address:			
Identify all Addenda received by Proposer:	Addendum No/Date		
	Addendum No/Date		
Did an outside individual/agency assist with the proposal preparation? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please identify the individual/agency: _____			

1. Understanding. Proposer certifies that Proposer has read, thoroughly examined, and fully understands all of the provisions, requirements and scope of the Solicitation (including all exhibits and attachments), the extent the local conditions affect the services to be provided, and the terms and conditions of the Contract and any amendments or clarifications to the Solicitation, and agrees to

abide by the same. Proposer will make no claim against Housing Kitsap based upon ignorance of conditions or misunderstanding of the solicitation documents, or the goods and/or services to be provided.

2. Accuracy & Liability for Errors. While Housing Kitsap has used considerable efforts to ensure the information in the Solicitation is accurate, Housing Kitsap does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this Solicitation is intended to relieve the Proposer from forming their own opinions and conclusions with respect to the matters addressed in the Solicitation. Proposer certifies that Proposer has carefully prepared and reviewed its Proposal and fully supports the accuracy of the same. Proposer understands and acknowledges that Housing Kitsap shall not be responsible for any errors or omissions on the part of Proposer in preparing its Proposal and that the continuing compliance with these statements and all requirements of the Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. Legal Consideration. Proposer understands and acknowledges that it is the Proposer's responsibility to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations applicable to the goods and services to be provided under this Solicitation.
4. No Collusion or Anti-Competitive Practices. Proposer certifies that Proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Solicitation. Proposer certifies that Proposer's Proposal prices have been arrived at independently, without engaging in collusion, proposal rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Proposer or competitor relating to (a) those prices, (b) the intention to submit a proposal, or (c) the methods or factors used to calculate the prices offered. Proposer certifies that Proposer has not been and will not knowingly disclose its proposal prices, directly or indirectly, to any other Proposer or competitor before award of a Contract, unless otherwise required by law. Proposer certifies that Proposer has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. However, Proposer may join with other persons or organizations for the purpose of presenting a Proposal.
5. Firm Offer. Proposer certifies that its proposal, attached hereto, is a firm offer which cannot be withdrawn for a period of **one hundred and twenty (120)** days following the proposal due date and time. Housing Kitsap may accept such proposal, with or without further negotiation, at any time within such period. In the event of a protest, Proposer's proposal shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
6. Conflict of Interest. Proposer certifies that, in preparing this Proposal, Proposer has not been assisted by any current or former employee of Housing Kitsap whose duties relate (or did relate) to this Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal.
7. No Reimbursement. Proposer certifies that Proposer understands that Housing Kitsap will not reimburse Proposer for any costs incurred in preparing, submitting, developing, demonstrating,

presenting, negotiating, or providing a response, and/or samples, for this solicitation. All such activities are done at the Proposer's own expense.

8. Performance. Proposer certifies that Proposer understands that its submittal of a proposal and execution of this Proposer's Certification certifies Proposer's willingness to comply with the Contract, if awarded such. By submitting this proposal, Proposer hereby offers to furnish the goods and/or services solicited pursuant to this Solicitation in compliance with all terms, conditions, and performance requirements contained in this Solicitation and the resulting Contract.
9. Public Records. Proposer understands and acknowledges that all proposals and other records submitted to Housing Kitsap in response to the Solicitation are the property of Housing Kitsap and subject to the Public Records Act (Act), chapter 42.56 RCW. If a Proposer considers any portion of its proposal, electronic or hard copy, to be protected from inspection and copying under Washington law, it is the responsibility of the Proposer to specifically identify each page and item the Proposer claims to be exempt from disclosure. If Housing Kitsap receives a request under the Act to inspect or copy the information that has been identified by the Proposer as exempt from disclosure, Housing Kitsap's sole obligation will be to make a reasonable effort to notify the Proposer of the request and the date the exempt information will be released to the requestor unless the Proposer obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. Housing Kitsap will release the information unredacted on the date specified, absent receipt of a court order enjoining such disclosure. Housing Kitsap has, and by this section assumes, no obligation to claim any exemption from disclosure under the Act on behalf of the Proposer. Housing Kitsap will not be liable to the Proposer for Housing Kitsap's release of records that have been marked by the Proposer as exempt.
10. Insurance. Proposer certifies that Proposer will provide a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract within the timeframe requested by Housing Kitsap, but no later than the execution date of the Contract.
11. Debarment. Proposer certifies as follows (must check one):
  - No Debarment*. Proposer and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity; **OR**
  - Debarred*. As detailed on the attached explanation (Proposer to provide), Proposer and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
12. Criminal Offense, Civil Judgment. Proposer certifies as follows (must check one):
  - No Criminal Offense, Civil Judgment*. Proposer and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Solicitation, been convicted or had a civil judgment rendered against Proposer or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Proposer further certifies that Proposer, and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph; **OR**
  - Criminal Offense, Civil Judgment*. As detailed on the attached explanation (Proposer to provide),

within the three (3) year period preceding the date of this Solicitation, Proposer or its officers, directors, or managers have been convicted or had a civil judgment rendered against Proposer or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

13. Wage Theft Prevention. Proposer certifies as follows (must check one):

- No Wage Violations*. Proposer has NOT been determined by a final and binding citation and notice of assessment issued by the Washington 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 chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- Violations of Wage Laws*. Proposer has been determined by a final and binding citation and notice of assessment issued by the Washington 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, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

14. Termination for Default or Cause. Proposer certifies as follows (must check one):

- No Termination for Default or Cause*. Proposer has not, within the three (3) year period preceding the date of this Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default; **OR**
- Termination for Default or Cause*. As detailed on the attached explanation (Proposer to provide), within the three (3) year period preceding the date of this Solicitation, Proposer has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. Taxes. Proposer certifies as follows (must check one):

- Taxes Paid*. Except as validly contested, Proposer is not delinquent and has paid or has arranged for payment of all taxes due by the Proposer and has filed all required returns and reports as applicable; **OR**
- Delinquent Taxes*. As detailed on the attached explanation (Proposer to provide), Proposer has not paid or arranged for payment of all taxes due by the Proposer and/or has not timely filed all required returns and reports as applicable.

16. Lawful Registration. Proposer, if conducting business other than as a sole proprietorship (e.g., Proposer is a corporation, limited liability company, partnership) certifies as follows (must check one):

- Current Lawful Registration*. Proposer is in good standing in the State of Washington and the jurisdiction where Proposer is organized, including having timely filed all required annual reports; **OR**
- Delinquent Registration*. As detailed on the attached explanation (Proposer to provide), Proposer currently is not in good standing with the State of Washington and/or the jurisdiction where Proposer is organized.

17. Registration with Washington State Department of Revenue. Proposer certifies as follows (must check one):

- Proposer Is Registered with Washington State Department of Revenue*. Proposer is registered with

the Washington State Department of Revenue, has a business license to do business in Washington, and has identified its Unified Business Identifier (UBI) number above; OR

- Proposer Will Register with Washington State Department of Revenue.* Proposer is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Proposer, Proposer will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by Housing Kitsap or be deemed a nonresponsive proposal; OR
- Proposer Is Not Registered with Washington State Department of Revenue.* Proposer is not registered with the Washington State Department of Revenue and Proposer declines to register with the Washington State Department of Revenue. *Note:* Housing Kitsap requires all awarded Proposers (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Proposers who are not registered will not be awarded a Contract.

18. Subcontractors. Proposer certifies as follows (must check one):

- No Subcontractors.* If awarded a Contract, Proposer will not utilize subcontractors to provide the goods and/or services subject to this Solicitation; OR
- Subcontractors.* As detailed on the attached explanation (Proposer to provide), if awarded a Contract, Proposer will utilize subcontractors to provide the goods and/or services subject to this Solicitation. In such event, Proposer certifies that, as to Housing Kitsap, Proposer shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Proposer must provide the precise legal name (including state of organization), business address, and federal tax identification number for each subcontractor. Do not provide any social security numbers.

19. References. Proposer certifies the references provided to Housing Kitsap have worked with Proposer and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Housing Kitsap. Proposer hereby authorizes Housing Kitsap (or its agent) to contact Proposer's references and others who may have pertinent information regarding Proposer's prior experience and ability to perform the Contract, if awarded. Proposer further authorizes such individuals and firms to provide references and release such information to Housing Kitsap.

20. Required Licenses/Certifications. Proposer certifies that Proposer is fully licensed and certified (in good standing) for the type of work to be performed in Washington state as identified in the Solicitation at the time of the proposal and will remain so throughout the Contract term.

21. Authorization. The undersigned certifies that he/she is an authorized representative of the Proposer identified above; is authorized to submit this proposal and make these certifications on behalf of the Proposer; and further certifies under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and made in good faith:

Proposer's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024



**EXHIBIT B  
EXCEPTIONS AND ASSUMPTIONS FORM**

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

PROPOSER'S NAME: \_\_\_\_\_ SOLICITATION NUMBER: \_\_\_\_\_

Housing Kitsap does not intend to make changes to the terms and conditions of the Solicitation, unless necessary to clarify the Scope of Work and technical requirements. Failure to accept the terms and conditions may result in a proposal being deemed nonresponsive. Proposers shall identify all Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the Solicitation and associated documents must be clearly identified on the table below and returned with the proposal. Unallowable or questionable Exceptions and/or Assumptions may cause a proposal to be non-responsive. Exceptions or Assumptions noted elsewhere in the Solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS (*attach additional pages if needed*):

<b>Identify All Exceptions and Deviations (<i>check one</i>)</b>					
<input type="checkbox"/> <b>No Exceptions Requested:</b> Proposer is not requesting exceptions to the Solicitation and associated documents.					
<input type="checkbox"/> Proposer requests the exceptions and/or assumptions identified below:					
No	Section, Page, and Reference	Language To Which An Exception or Assumption taken	Provide Basis For All Exceptions and Assumptions	Proposed Language	Price and Schedule Impact
1.					
2.					
3.					
4.					

5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

\_\_\_\_\_  
Signature of Proposer's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer's Authorized Representative (print)

\_\_\_\_\_  
Title

	<b>EXHIBIT C COST PROPOSAL</b>	<b>Housing Kitsap</b> 2244 NW Bucklin Hill Rd. Silverdale, WA 98383 <a href="mailto:Procurement@housingkitsap.org">Procurement@housingkitsap.org</a>
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PROPOSER'S NAME: \_\_\_\_\_ SOLICITATION NUMBER: \_\_\_\_\_

Please provide the total cost for the Services as identified in the Solicitation. Proposals must include an itemized list of all direct and indirect costs associated with the performance of the Contract, including but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time developed to the project, and profit.

Please create a Cost Breakdown matrix, chart or list.

Offeror's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024



**EXHIBIT D  
CONTRACTOR REFERENCES**

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

PROPOSER'S NAME: \_\_\_\_\_

SOLICITATION NUMBER: \_\_\_\_\_

PROPOSER: Provide at least three (3) references for government entities that can verify the Proposer's experience and ability to provide the goods and services identified in the solicitation. Additional pages may be attached if necessary.

Agency Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	Project Name:
Complete Primary Address:	
Telephone Number:	E-mail Address:
Description of Work Completed:	
Other Comments:	

Agency Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	Project Name:
Complete Primary Address:	
Telephone Number:	E-mail Address:
Description of Work Completed:	
Other Comments:	

Agency Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	Project Name:
Complete Primary Address:	
Telephone Number:	E-mail Address:
Description of Work Completed:	
Other Comments:	

**Other References:** If required by the Scope of Work, other references should be included here. Additional pages may be attached if necessary.

Agency/Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	Project Name:
Complete Primary Address:	
Telephone Number:	E-mail Address:
Description of Work Completed:	
Other Comments:	

Agency/Company Name:	Contract Period:
Contact Person ( <i>Name and Title</i> ):	Project Name:
Complete Primary Address:	
Telephone Number:	E-mail Address:
Description of Work Completed:	
Other Comments:	

Proposer's Signature (*Authorized Representative*): \_\_\_\_\_

Print Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024



**EXHIBIT E  
IDENTIFICATION OF  
SUBCONTRACTORS**

**Housing Kitsap**  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383  
[Procurement@housingkitsap.org](mailto:Procurement@housingkitsap.org)

PROPOSERS'S NAME: \_\_\_\_\_

PROPOSERS: Provide the following information for all proposed subcontractors that may provide services of any kind for the Contract. Additional pages may be attached if necessary.  
If no subcontractors will be used in the execution of these services, indicate that and sign below.

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

Full Legal Name:
Address:
Contact Person:
Telephone No. and Email Address:
Service(s)/items Solicited:

SIGNATURE (*Authorized Representative*): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

	<p><b>EXHIBIT F</b></p> <p><b>SAMPLE CONTRACT</b></p>	<p><b>Housing Kitsap</b>  2244 NW Bucklin Hill Rd.  Silverdale, WA 98383  <a href="mailto:Procurement@housingkitsap.org">Procurement@housingkitsap.org</a></p>
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**CONTRACT NO.**  
**Professional Services Contract**

This Professional Services Contract (“Contract”) is between Kitsap County Consolidated Housing Authority DBA Housing Kitsap, having its principal offices at 2244 NW Bucklin Hill Rd Silverdale, WA 98383 (“HK”) and [Contractor Name], a [Contractor Type] having its principal offices at [Contractor Addr] (“Contractor”).

In consideration of the terms and conditions of this Contract, the parties agree as follows:

**SECTION 1. TERM AND EFFECTIVE DATE**

1.1 The Contract will become effective [Contract Start Date] and terminate [Contract End Date], unless terminated or extended. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of HK.

**SECTION 2. SERVICES**

- 2.1. Scope of Work. Contractor shall provide all “Services” identified in Attachment A: (Scope of Work), which is incorporated herein by reference. Contractor shall provide its own equipment, labor, and materials.
- 2.2. Contract. “Contract” means this Contract and any exhibits, amendments, and solicitation documents accepted by the HK, and Attachments A (Scope of Work), B (Compensation), C (Solicitation), D (Contractor’s Proposal), [List Additional Attachments, if any]. All such documents are incorporated herein in full by this reference.
- 2.3. Personnel. Contractor shall have and maintain complete responsibility for its Personnel. “Personnel” means Contractor and Contractor’s employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any Services under the Contract. Contractor shall promptly remove any Personnel performing Services on request from HK Representative.
- 2.4. Standards. Contractor warrants that i) Contractor has the qualifications, knowledge, experience, skills, and resources necessary to provide all Services; ii) all Services shall be provided by Personnel experienced in their respective fields and in a manner consistent with the standards of care, skill, diligence, and knowledge commonly possessed and exercised by experienced professionals in the same discipline in the same or similar circumstances; and iii) all Services shall be performed to HK’s reasonable satisfaction and according to the schedule agreed to by the parties.

- 2.5. Communication. Contractor shall keep HK informed of the progress of the Services in the manner, method, and intervals requested by HK.

### **SECTION 3. COMPENSATION AND PAYMENT**

- 3.1. Compensation. The maximum amount of compensation paid under the Contract by HK shall not exceed \$[Contract Amount]. A description of the compensation is provided in Attachment B: Compensation, which is incorporated herein by reference.
- 3.2. Invoice. Contractor will submit one (1) invoice to HK per month for payment of Services completed to date, unless otherwise provided herein. Each invoice shall identify the Services performed, dates performed, and any other information requested by HK.
- 3.3. Payment. HK will make reasonable efforts to pay Contractor within thirty (30) days from the date HK receives a complete and correct invoice, unless otherwise provided herein. All funds disbursed to Contractor will be processed by Direct Deposit via Automated Clearing House (ACH), unless otherwise agreed to by the parties.
- 3.4. Insurance/W-9 Compliance. All payments are expressly conditioned upon Contractor's compliance with all insurance requirements and submission of a current IRS W-9 form to HK. Payments may be suspended in full in the event of noncompliance. Upon full compliance, payments will be released to Contractor unless otherwise provided herein.
- 3.5. Restrictions. Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, and received during the Contract term and accepted by HK. Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.
- 3.6. Travel. Contractor will only be entitled to receive payment for preapproved out-of-town travel expenses expressly authorized in writing by HK. HK will reimburse Contractor for all preapproved and authorized out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Any travel expenses incurred or paid by Contractor shall be reimbursed at a rate not to exceed the current Washington state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current travel rates may be accessed at:  
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

### **SECTION 4. TERMINATION**

- 4.1. For Convenience. HK may terminate the Contract, in whole or in part, without penalty, for any reason or no reason, with ten (10) days prior notice to Contractor.
- 4.2. For Funding issues. If any funding for Services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, HK may: (1) accept a decreased price offered by Contractor; (2) terminate the Contract; or (3) terminate the Contract and re-solicit the requirements.

- 4.3. Termination for Default. HK may immediately terminate the Contract, in whole or part, due to the failure of Contractor to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract, subject to the provisions of 11.1, or if HK determines Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. Contractor shall immediately notify HK if Contractor becomes suspended or debarred.
- 4.4. Procedures. Upon receipt of notice of termination, Contractor shall stop all Services as directed in the notice, notify Personnel of the termination date, and minimize further costs. All goods, materials, documents, data, and reports prepared by Contractor under the Contract shall become the property of, and delivered to, the HK on demand. A final payment will be made to the Contractor only for Services performed and accepted by HK through the effective date of termination. No costs incurred after the effective date of the termination will be paid.

## **SECTION 5. INDEMNIFICATION**

- 5.1. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless HK and its elected and appointed officials, officers, employees, and agents (collectively "Indemnitees") from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or HK, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances, except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.
- 5.2. With regard to any Claim against any Indemnitee by any of Contractor's Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, Contractor's indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or Contractor's Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.
- 5.3. Architectural, Landscape Architectural, Engineering, or Land Surveying Services. Should a court of competent jurisdiction determine the Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the HK, its officers, officials, employees, and agents, Contractor's liability hereunder, including the duty and cost to defend, will be only to the extent of Contractor's negligence.
- 5.4. Claim. "Claim" means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys' fees, and damages, for any personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement of copyright, patent, trademark, or other proprietary rights of

any third parties arising out of Contract performance or use by HK of materials furnished or work performed under the Contract.

- 5.5. Obligations/Notice of Claim. HK will provide Contractor notice of the assertion of liability by a third party that may give rise to a Claim by HK against Contractor based on the indemnity contained herein. Contractor shall respond to HK's tender of defense of a claim in writing within fourteen (14) calendar days from the notice date, and will advise HK if Contractor accepts or denies tender of the claim. HK may in its discretion withhold all or part of any payment due Contractor under the Contract until Contractor responds to such notice. Contractor shall keep HK timely and fully informed through all stages of the defense and promptly respond to and comply with HK's requests for information. HK at all times reserves the right, but has no obligation to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract. Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon HK without the prior written consent of HK. Contractor shall promptly advise HK of any occurrence or information known to Contractor that could reasonably result in a Claim against HK. The violation of any provisions of this Section, including improper refusal to accept tender, is a material breach.

## **SECTION 6. INSURANCE**

- 6.1. Minimum Insurance Required. Contractor and its subcontractors, if any, shall procure and maintain, until all of the Contract obligations have been fully discharged, including any warranty period, all insurance required in this Section with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than "8", with policies and forms satisfactory to HK. Use of alternative insurers requires prior written approval from HK. Coverage limits shall be at minimum the limits identified in this Section, or the limits available under the policies maintained by Contractor without regard to the Contract, whichever is greater.
- 6.2. Professional Liability. Not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Coverage will apply to liability for professional error, act or omission arising out of or in connection with Contractor's Services under the Contract. The coverage shall not exclude bodily injury, property damage or hazards related to the work rendered as part of the Contract or within the scope of Contractor's services under the Contract, including testing, monitoring, measuring operations or laboratory analysis where such Services are rendered under the Contract.
- 6.3. Commercial General Liability ("CGL"). Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, and property damage for premise-operations liability, products/completed operations, personal/advertising injury, contractual liability, independent contractor liability, and stop gap/employer's liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required herein, without the prior written approval of the HK. The certificate of insurance for the CGL policy shall expressly cover the indemnification obligations required by the Contract.

6.4. Automobile Liability.

Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.

Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.

6.5. Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall not be less than the highest "Each Occurrence" limit for either CGL or Automobile Liability. Contractor agrees to an endorsement naming the HK as an additional insured as provided in this Section, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.6. Workers' Compensation and Employer Liability. If applicable, Contractor shall maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor's Personnel eligible for such coverage. If the Contract is for over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

6.7. Primary, Non-Contributory Insurance/Subcontractors. Contractor's and its subcontractors' insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the HK will be excess and not contributory to such insurance policies. All Contractor's and its subcontractors' liability insurance policies must be endorsed to show as primary coverage. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

6.8. Review of Policy Provisions. Upon request, Contractor shall provide a full and complete copy of all requested insurance policies to HK. HK reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. HK also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. HK has the right to request and review the self-insurance retention limits and deductibles, and Contractor's most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

- 6.9. Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against HK, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should Contractor enter into a waiver of subrogation on a pre-loss basis.
- 6.10. Additional Insured, Endorsement and Certificate of Insurance. All required insurance coverage, other than the workers' compensation and professional liability, shall name HK, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.
- The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than thirty (30) days' prior notice of termination, cancellation, nonrenewal or reduction in coverage. At the time of execution, Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to:
- 6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to HK, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer's liability.
- 6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

## **SECTION 7. NOTICE AND CONTRACT REPRESENTATIVES**

- 7.1. Any notices, demands and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day. Each party will designate a "Contract Representative", which may be changed by providing fifteen (15) days prior notice to the other party.

### HK's Contract Representative

Name: [HK Rep Name]

Title: [HK Rep Title]

Address: [HK Rep Addr]

Phone: [HK Rep Phone]

Email: [HK Rep Email]

Contractor's Contract Representative

Name: [Contractor Rep Name]  
Title: [Contractor Rep Title]  
Address: [Contractor Rep Addr]  
Phone: [Contractor Rep Phone]  
Email: [Contractor RepEmail]

**SECTION 8. AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR**

- 8.1. Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.
- 8.2. Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.
- 8.3. Assignments. Except with the prior written consent of the other party, each party shall not assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law any right, duty, obligation, or remedy under the Contract. Any purported assignment or transfer in violation of this section shall be void.
- 8.4. Subcontracts. Contractor shall provide the HK a list of all subcontractors and the subcontractors' proposed responsibilities. "Subcontract" means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service for the performance of the Contract. All subcontracts shall incorporate by reference the terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 8.5. Independent Contractor. Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Contractor shall have complete responsibility and control over its Personnel. Neither Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent or representative of HK. Contractor and its Personnel shall have no HK employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay or sick pay, or other right or privilege afforded to HK employees. Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

**SECTION 9. OWNERSHIP, CONFIDENTIAL INFORMATION AND BREACH**

- 9.1. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made performed, or otherwise produced by Contractor or its Personnel for delivery to HK under this Contract shall be the sole and absolute property of HK. All such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C § 101,

and the ownership of the copyright and any other intellectual property rights in such property shall vest in HK at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material Contractor uses to perform this Contract that is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by HK is owned by Contractor and is not “work made for hire” within the terms of the Contract.

- 9.2. Confidential Information/Breach. Contractor shall ensure that all personal identifying information, financial information, and other information submitted or made available to Contractor by, or on behalf of, HK, or acquired or developed by Contractor in the performance of the Contract (unless publicly available) is kept confidential, secured, and protected to prevent unauthorized access. Such information will be utilized by Contractor solely as necessary for the performance of Services under the Contract and not made available to any other person without HK’s prior written consent. In the event of unauthorized access or other security breach, Contractor shall immediately notify the Contract Representative and shall at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time. Upon expiration or termination of the Contract, all confidential information shall be returned to HK or destroyed at HK’s discretion.

## **SECTION 10. REPRESENTATIONS AND RECORDS**

- 10.1. No Fee. Contractor certifies it has not received, nor paid or agreed to pay, another person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.
- 10.2. Licenses, Permits and Taxes. Contractor shall, at its own expense, have and maintain all licenses, registrations, permits, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.
- 10.3. Compliance. Contractor and its Personnel, and the Services provided by Contractor and its Personnel, shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by HK. If required for the Services provided, Contractor and its Personnel shall submit to a background check as directed by HK.
- 10.4. Nondiscrimination. Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of the Contract.
- 10.5. Public Records. Contractor acknowledges the Contract and all public records associated with the Contract shall be available to HK for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (“Act”). To the extent that public records in the custody of Contractor are needed for HK to respond to a request under the Act, as determined by HK, Contractor shall make them promptly available to HK at no cost to HK. If the Contractor

considers any portion of any record provided to HK under the Contract, whether electronic or hard copy, to be protected from disclosure under the law, the Contractor shall clearly identify all specific information it claims to be confidential or proprietary. If HK receives a request under the Act to inspect or copy the information that has been identified by Contractor as protected from disclosure and HK determines that release of the information is required by the Act or otherwise appropriate, HK's sole obligation will be to make a reasonable effort to notify Contractor of the request and the date that such protected information will be released to the requester unless Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If Contractor fails to timely obtain a court order enjoining disclosure, HK will release the requested information on the date specified. HK has, and by this Section assumes, no obligation on behalf of Contractor to claim any exemption from disclosure under the Act. HK will not be liable to Contractor for releasing records in compliance with the Act, this Section or court order.

- 10.6. Advertising, Logo. Contractor shall not use, advertise, or promote for commercial benefit information concerning the Contract or use any trade name, trademark, or logo of HK, without HK's prior written consent.
- 10.7. Audit and Record Retention. Contractor and its Personnel shall retain all books, documents, and records relating to performance of the Contract and Services provided in connection with this Contract for six (6) years after completion of the Contract or longer if requested by the HK. All records shall be subject to inspection and audit by the HK. Upon request, the Contractor shall promptly make available to the HK a legible copy of all books, documents, and records at no cost to the HK.

## **SECTION 11. RIGHTS AND REMEDIES**

- 11.1. Failure to Perform. If HK determines Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within ten (10) days' following notice from HK, HK may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the reasonable satisfaction of HK.
- 11.2. Right of Assurance. If HK in good faith has reason to believe Contractor does not intend, or is unable to perform, or continue performing under the Contract, HK may demand in writing that Contractor give a written assurance of intent to perform. Should Contractor fail to provide adequate assurance to the reasonable satisfaction of HK, by the date specified the demand, HK may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.
- 11.3. Responsibility for Errors. All Services shall be completed to the reasonable satisfaction of HK and as required herein. Upon request, Contractor shall provide any clarifications and/or explanations regarding any Services provided as required by HK, at no additional cost to HK. In the event of an error or omission under the Contract, Contractor shall, at no cost to the HK, provide all necessary design drawings, estimates, and all other professional services the HK deems necessary to rectify and correct the matter to the satisfaction of HK. Contractor shall continue to be responsible for the accuracy of Services, even after the Work is accepted by HK and the termination or expiration of the Contract.

- 11.4. Remedies. All HK rights and remedies under the Contract are in addition to, and shall in no way limit, any other rights and remedies that may be available to HK at law and in equity.
- 11.5. Right of Off-Set; Reimbursement. HK will be entitled to offset against any sums due Contractor and to reimbursement from Contractor for any damages, expenses, or costs incurred by HK due to Contractor's nonconforming performance or failure to perform the Services under the Contract.
- 11.6. Waiver. Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.
- 11.7. Breach. In the event of a material breach by Contractor, HK may procure, on terms and in the manner that it deems appropriate, Services to replace those under the Contract. The Contractor shall be liable to HK for any and all costs, expenses, penalties, and fees incurred by HK in procuring such Services in substitution for those due from Contractor under the Contract.

## **SECTION 12. GOVERNING LAW, DISPUTES**

- 12.1. Governing Law; Venue. The Contract will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
- 12.2. Disputes. Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of HK. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the HK's Contract Representative. All decisions of HK's contract Representative are considered final; however, nothing herein prohibits either party from seeking judicial relief.

## **SECTION 13. PREVAILING WAGE**

Not Applicable

## **SECTION 14. GENERAL PROVISIONS**

- 14.1. Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.
- 14.2. Headings/Captions. Headings and captions used are for convenience only and are not a part of the Contract and do not in any way limit or amplify the terms and provisions hereof.
- 14.3. No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

- 14.4. No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than HK and Contractor.
- 14.5. Severability. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 14.6. Counterparts. The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
- 14.7. Non-Exclusive Contract. HK may at its discretion enter into multiple agreements to obtain the same or similar services that are the subject of this Contract or may have its own employees perform the same or similar services contemplated by the Contract.
- 14.8. Survival. Those provisions of this Contract that by their sense and purpose should survive expiration or termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Indemnification), 6 (Insurance), 8 (Independent Contractor), 9 (Ownership, Confidential Information and Breach), 11 (Rights and Remedies), 12 (Governing Law, Disputes), and 14 (General Provisions).
- 14.9. Entire Agreement. The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by the Contract.
- 14.10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CONTRACTOR NAME**

**KITSAP COUNTY CONSOLIDATED HOUSING  
AUTHORITY DBA HOUSING KITSAP**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title