



REQUEST FOR PROPOSALS

No. 2026-RFP-14

Heritage Apartments Exterior Stairss

Replaces N2026-RFP-1111
Scope Revisions

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



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

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 soliciting written proposals from qualified firms to provide exterior stair repair and renovation at Heritage Apartments located at 145 Lippert Drive West, Port Orchard, WA 98366 for the safety of our residents..

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. Addendums will be issued of any changes to this schedule.

ITEM	DUE DATE & TIME
Optional Walkthrough	Thursday, October 16, 2025 at 11:00am
Written Questions Due	Tuesday, October 28, 2025 at 11:00amm
Proposal Due Date	Tuesday, November 4, 2025 at 11:00am 0 5 at 11:00a

Housing Kitsap Point Of Contact. Questions and correspondence regarding this Solicitation shall be directed via email to:

Laura Auerbach, Director of Procurement & Administration
Email: auerbachl@housingkitsap.org

Subject Line: 2026-IFB-14 Heritage Stair

No phone calls will be accepted.

Bid Submission: Bids may be received in person or by private carrier (UPS, Federal Express, etc.) and shall include three (3) hard copies and one electronic file via Flash Drive, Thumb Drive or sent by email to the address above.

Mail/Courier/Hand Deliver to:

Housing Kitsap
Attn: Laura Auerbach, Director of Procurement
"No. 2026-RFP-144 Heritage Stair
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.

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

SECTION 1 GENERAL INFORMATION

1.1 Contracting Agency. This Request for Bid is issued by Housing Kitsap.

1.2 Purpose. It is the intent and purpose of this Request for Proposal (RFP) to award a single qualified, licensed and insured contractor to provide exterior stair renovation at Heritage Apartments for the safety of the residents. There are 14 total staircases.

This project is financed in part through the Kitsap County Community Development Block Grant program (CDBG) with funds obtained from the U.S. Department of Housing and Urban Development. No contract shall be made to parties listed as debarred or suspended in the federal System for Award Management (SAM).

Housing Kitsap is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.

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 Request for Proposal must be directed via email only to the *Director of Procurement* 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 Request for Bid is not permitted.

1.4 Questions and Clarifications. Questions and Clarifications will be accepted until Tuesday, October 28, 2025 at 11:00am

Unless instructions are specifically provided elsewhere in this Request for Bid, any questions or clarifications concerning the subject matter of the Request 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 Request 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 Request for Bid or any subsequent contract.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this Request for Bid, the Bidder has a duty to immediately notify Housing Kitsap of such concern and request modification or clarification of the Request 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 Request 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. All documentation for this project may be viewed online at <https://www.housingkitsap.org/procurement>. **iBids Due: November 4, 2025 at 11:00am.**

Bidders are responsible for checking their email for addendum and announcements regarding this project, as well as the Housing Kitsap website. Housing Kitsap will issue an addendum if it modifies the Request for Proposal 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 Request 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 are 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 Request 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 Request 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 Kitsap County 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:
- Y Bidder Questionnaire
 - Y Bidder Responsibility Criteria Certification
 - Y Exceptions and Assumptions
 - Y Bid Proposal Form – Price
 - Y Subcontractor List
 - Y Non-Collusion Affidavit
- 2.2 Submitting a Bid.** Bidders shall submit a Bid as outlined on Page 3 with the name of the Bidder clearly identified
*****Late Bids will not be accepted, opened, or evaluated.***
- 2.3 Contract Terms.** The ***Contract*** attached to this Request 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 Request 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 Request 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 Request for Bid is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in the Request 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 Request 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 Request 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 Request for Bid. Pre-award protests must be submitted in writing via email (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 IFB; 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 IFB. 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 IFB closing date. If the review results in a change to the terms, conditions, or requirements in the IFB, Housing Kitsap will either issue an addendum identifying the change or withdraw the IFB.

- 2.8 Brand Names and Equivalents.** (If applicable) References to manufacturers, trade names, brand names or catalog numbers in the Request 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 Request 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 Request 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. Any additional costs/potential costs related to changes in Tariffs and shipping cost shall be explicitly stated in your approach.
- 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. HK intends to retain the successful proposer pursuant to a **“Best overall Value to the Agency” basis not a “Low Bid” basis.**
- 3.3 Bid Responsiveness.** Evaluation and determination of Bid responsiveness shall be based on Bidder's compliance with this Request 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 Request to Bid may be rejected as unresponsive.

- 3.4 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 Request for Bid, and 3) Housing Kitsap's past experience with Bidder.
- 3.5 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.
- 3.6 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 IFB; 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.
- 3.7 Contract & Required Documents.** The Successful Bidder will be required to enter into a contract within in 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 equal to 100% of the project cost 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. (pg 24)
- 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.

This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010 (Page 65). All work performed on the project will be subject to the approved federal wage determination rates in bid documents (Insert Wage Decision number, date and appendix or page number where found).

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.

4.4 **Build America, Buy America Act.** The work to be performed on this project shall meet the requirements, where applicable, of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act signed into law on November 15, 2021, Pub. L. No. 117-58 §§ 70901-52.

The Act requires the following Buy America preference for projects costing more than \$250,000:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Specifically Listed Construction Materials including non-ferrous metals; lumber; and plastic and polymer based composite building materials, pipe, and tube.
- Not Listed Construction Materials: Items include all other plastic and polymer-based materials (such as polymers used in fiber optic cables); glass; fiber optic cable; optical fiber, engineered wood, and drywall.
- Manufactured products include articles, materials, or supplies that have either been Processed into a specific form or shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

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. **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 responsible supplier who best meets the qualifications and criteria specified in this RFP, not necessarily the lowest 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 Request 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 Request 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.
- H. Section 3: The work to be performed on this project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible, be directed to low-and very low-income persons. Section 3 businesses are encouraged to submit bid proposals.
- I. 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

A walk through will take place on **Thursday, October 16, 2025 at 11:00am** at Heritage Apartments at 145 Lippert Drive West, Port Orchard, WA 98366.

This is optional but recommended.

SECTION 7 PROJECT SPECIFICATIONS

7.1 Please refer to Scope of Work (SOW)

SCOPE OF WORK

Exterior Stairs Heritage Apartments

Heritage Apartments
145 Lippert Drive West
Port Orchard WA 98366

This is an eight-building apartment complex built in 1980. It has 14 staircases leading to the second-floor occupied apartments. Each has a metal railing, and all are identical in measurement and design. All stringers and treads are made of wood. All landings are concrete.

1. Railings:

The spacing of the balusters is beyond 4" code. There is 4' of railing on the landing and 16' of railing down the staircase. The preferred solution would be an aluminum railing system for assembly on site, such as Aluminum Rapid Rail, by Deckorators Aluminum Railing, available through Mitchell Lumber Co. or similar.

There is a missing three-step railing by building G that needs to be replaced to match similar railings on the property. Flush mount is acceptable.

There are several landings with railings across the open space at the back. These should be replaced with the same railings as used on the stairs. ALL landings with open spaces at the back need railings.

2. Stringers:

The outer stringers are made of 4x12 stock and are showing their age. Be prepared to replace three of these.

The inner runners are made of 2x12 stock some have sunk causing the stairs to slope toward the building. Be prepared to replace 4 of these. All must be made secure and level.

All must be secured with appropriate hardware. Metal bases at the bottom may be reused but should be cleaned and painted.

3. Treads:

All treads are 3'4" wide, 12" deep and 3 ½ thick. Be prepared to replace 30 of these. Any unused treads will be kept for stock by Housing Kitsap.

All tread hangars must be replaced with substantially larger hangars that secure to undamaged wood. Must support 500+ lbs. per tread minimum.

4. Landings:

There are several different shapes of landings. Most are in good condition. Only one has a significant crack and needs to be cleaned and filled.

5. Ceilings Under Landings:

These are in relatively good condition, however they need some work. Remove all seam trim then fire tape and mud to uniform appearance ready to accept paint.

Replace ceiling lights with LED units of HK Maintenance choice. Use \$75.00 as price point per unit.

6. Coatings:

All wooden surfaces of staircases must be cleaned of loose paint, cracks caulked and prepped for paint.

All surfaces of staircases and ceilings (exterior latex) under landings will be painted one color which HK will choose. Overspray is not acceptable. Acceptable paint for staircase would be Sherwin Williams Super Deck or equivalent.

Landings and top of stair treads will be treated with anti-slip coating. Must be fast drying and applied neatly. No toxic fumes. There is approximately 900 SF of landing surface and 700 SF of tread surface for estimating. Numbers should be verified.

7. All activities must be coordinated for maximum efficiency and with least amount of tenant inconvenience. We realize there will be conflicts and the contractor must work with the Property Manager to give tenants notice in advance of activities to help ensure the project moves forward smoothly as possible.

8. Contractors responsible for all field measurements of materials.















PROPOSAL EVALUATION

Evaluation Factors: The following factors will be utilized by HK to evaluate each submittal received; award of Points for each listed factor will be based upon the documentation that the proposer submits within his/her submittal. A bid will be awarded to Best overall value to the Agency basis not a Low Bid basis.

Evaluation Criteria		Factor Type	Max Point Value
1	Proposed Pricing	Objective	25
2	Capacity and Capability to Perform the Work Described in the SOW including Schedule	Subjective (Technical)	15
3	Firm's Qualifications	Subjective (Technical)	30
4	Demonstrated Experience and Successful Past Performance	Subjective (Technical)	25
5	Overall Quality and Appearance of Proposal and Evidence of Directions Followed	Subjective (Technical)	5
<u>MAXIMUM TOTAL POINTS</u>			100

Proposal Format, Contents.

SECTION 1. COMPANY OVERVIEW, CERTIFICATIONS

- A. Cover Letter/Company Profile. All Proposals must be accompanied by a cover letter and/or an executive summary.
- B. Bidder Questionnaire
- C. Bidder Responsibility Criteria
- D. Business License(s)/Registration(s)

SECTION 2. QUALIFICATIONS, PROJECT TEAM

- A. Qualifications, Experience
 - 1. Describe experience, capabilities, and other qualifications to provide the goods and 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 the project.

C. References.

1. Provide at least three (3) references for which the Proposer has provided or is providing the same or similar goods and/or services.
2. Please include any experience with government entities in your proposal.

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. Address your quality control procedures.
3. Provide a detailed schedule for completion to include a project schedule by task, including material availability, seasonal restrictions.

SECTION 4. PRICE, PROPOSED PAYMENT SCHEDULE

- A. Submit the Cost Proposal in a clear and reasonable manner.
- B. Include any desired/necessary payment requirements, schedule, requests.

SECTION 5. DOCUMENTATION_

- A. Provide addenda documents with original signatures.
- B. Provide all additional signed documentation attached to this solicitation.

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 Request 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 This project is required to meet Federal Labor Standards Provisions Davis Bacon wage laws as explained in HUD form 4010. All work performed on the project will be subject to the approved federal wage determination rates in bid documents.
- 4.2 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 Contract, 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.
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The 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) The 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) The 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 worker's 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) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the 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 the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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.

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 Request 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.

SECTION SECTION 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, and be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

D. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

BUILD AMERICA BUY AMERICA Act

The contractor, including all subcontractors, shall meet the requirements, where applicable, of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act signed into law on November 15, 2021, Pub. L. No. 117-58 70901-52. The Act requires the following Buy America preference for projects costing more than \$250,000:

- All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Specifically Listed Construction Materials including non-ferrous metals; lumber; and plastic and polymer based composite building materials, pipe, and tube.
- Not Listed Construction Materials: Items include all other plastic and polymer-based materials (such as polymers used in fiber optic cables); glass; fiber optic cable; optical fiber, engineered wood, and drywall.
- Manufactured products include articles, materials, or supplies that have either been:
 - Processed into a specific form or shape, or
 - Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

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.

DATED this day of

DRAFT

**ATTACHMENT A
SCOPE OF WORK**

DRAFT

**ATTACHMENT B
PROJECT DOCUMENTS**

DRAFT

ATTACHMENT D
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 E
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.

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: 10/14/2025

Kitsap County

Residential Laborers

Job Classification: **Journey Level**

\$16.66

► Benefits and Risk Classes

Overtime: 1

"General Decision Number: WA20250092 09/12/2025

Superseded General Decision Number: WA20240092

State: Washington

Construction Type: Residential

County: Kitsap County in Washington.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/03/2025
1	02/07/2025
2	03/07/2025
3	06/27/2025
4	07/18/2025
5	08/08/2025
6	08/29/2025
7	09/12/2025

BRWA0001-019 06/01/2025

	Rates	Fringes
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BRICKLAYER.....	\$ 55.34	20.05
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* LABO0238-001 06/01/2025

	Rates	Fringes
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LABORER (Mason Tender - Cement/Concrete).....	\$ 38.05	16.75
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* LABO0242-001 06/01/2025

	Rates	Fringes
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LABORER (Mason Tender - Brick)...	\$ 50.38	16.96
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PAIN0300-001 07/01/2024

	Rates	Fringes
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PAINTER (Spray Only).....	\$ 22.76	5.90
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PLAS0528-003 06/01/2024

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 54.16	21.27
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SHEE0066-044 06/01/2025

	Rates	Fringes
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SHEET METAL WORKER (Including

HVAC Duct Installation).....\$ 52.40 32.72

TEAM0690-010 06/01/2024

Rates Fringes

TRUCK DRIVER

GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump
(over 12 yds. to & including 20 yds.)

GROUP 6: Trucks, side, end, bottom and articulated end dump
(over 20 yds. to & including 40 yds.)

GROUP 7: Truck, side, end, bottom and articulated end dump
(over 40 yds. to & including 100 yds.)

GROUP 8: Trucks, side, end, bottom and articulated end dump
(over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
certification is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in
conjunction with a chemical splash suit or fully
encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)
and eight(8) hours.

* SUWA2011-012 06/27/2014

Rates Fringes

CARPENTER.....\$ 24.80 4.72

ELECTRICIAN.....\$ 33.54 11.71

LABORER: Common or General.....\$ 19.07 3.27

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 36.65 10.50

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 17.53 ** 0.00

OPERATOR: Bulldozer.....\$ 29.63 0.00

PAINTER (Brush and Roller).....\$ 23.25 7.16

PLUMBER.....\$ 30.53 7.84

ROOFER.....\$ 23.12 2.90

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"



BIDDER QUESTIONNAIRE

Housing Kitsap
2244 NW Bucklin Hill Rd.
Silverdale, WA 98383
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: ☐ Domestic ☐ Foreign
	Limited Liability Company (LLC): ☐ Domestic ☐ Foreign
	Partnership: ☐ Domestic ☐ Foreign
	Sole Proprietorship: ☐
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 ☐ No ☐	
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? ☐ Yes ☐ 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____ Request for Bid #: _____



BIDDER RESPONSIBILITY CRITERIA

Housing Kitsap
2244 NW Bucklin Hill Rd.
Silverdale, WA 98383
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: _____ Request 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 Washington 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 Request 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 Request 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

Must Be Submitted With Your Bid

Bidder's Name: _____ Request for Bid #: _____

Housing Kitsap does not intend to make changes to the terms and conditions of the Request 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 Request 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 Request 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>)					
☐ No Exceptions Requested: Bidder is not requesting exceptions to the Request for Bid and associated documents.					
☐ 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

Must Be Submitted With Your Bid

Bidder's Name: _____

Request For Bid #: _____

Please provide the total cost for the goods and services as identified in the Request 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.

Attach Additional Pages As Needed

Bidder's Signature (*Authorized Representative*): _____

Print Name and Title of Signer: _____

Dated this ____ day of _____, 20__

COST BREAKDOWN

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

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

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 or 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 or 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

Applicant Name

Program/Activity Receiving Federal Grant Funding

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.

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)

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

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
COUNTY OF KITSAP) SS.

_____, being first duly sworn, deposes that s/he is the
(Printed name of person signing)

_____ of _____
(Title) (Company Name)

the party making the forging bid; that the bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such bid is genuine not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by contract, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against Housing Kitsap to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed By

Title

Date

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the State of Washington,
Residing at

My commission expires: _____

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: Replacement & Repair of Exterior Stairs at Heritage Apartments

PROJECT #: 2026-RFP-11

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)

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.