



## REQUEST FOR QUALIFICATIONS (RFQ)

**No. 2026-RFQ-AE**

### **ARCHITECTURAL & ENGINEERING SERVICES**

For Housing Kitsap (HK)

Housing Kitsap  
2244 NW Bucklin Hill Rd  
Silverdale, WA 98383



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

REQUEST FOR QUALIFICATIONS (RFQ) No. 2026-RFQ-AE  
Architectural & Engineering Services for Housing Kitsap (HK)

**Service Requested:** The Kitsap County Consolidated Housing Authority (KCCHA), dba Housing Kitsap (HK) is seeking a licensed architectural firm that offers integrated structural engineering services to support design and development of new multifamily housing, adaptive-reuse conversions, and infill/density projects on HK properties.

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

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

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

ITEM	DUE DATE & TIME
RFQ Issued	Tuesday, November 18, 2025
Written Email Questions Due	Monday, December 8, 2025, 10:00AM
<b>Proposal Due Date</b>	<b>Monday, December 15, 2025, 10:00AM</b>
Interviews	To be scheduled as needed

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

Laura Auerbach, Director of Procurement: [auerbachl@housingkitsap.org](mailto:auerbachl@housingkitsap.org)

**Mail/Courier/Hand Deliver THREE (3) copies to:**

Housing Kitsap  
Attn: Laura Auerbach, Director of Procurement  
"No. 2026-RFQ-AE A&E Services"  
2244 NW Bucklin Hill Rd.  
Silverdale, WA 98383

**ALL PROPOSALS MUST BE DELIVERED BY THE DEADLINE OF**  
**Monday, December 15, 2025, at 10:00am**

***\*\*No exceptions\*\****

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.

## ATTACHMENTS

Please sign all attachments in BLUE ink.

ATTACHMENT	DESCRIPTION	SIGN & RETURN WITH PROPOSAL
A	Proposal Certification	Yes
B	Exceptions & Assumptions	Yes
C	Cost Proposal (add detailed breakdown)	Yes
D	Contractor References	Yes
E	Identification of Subcontractors	Yes
F	Sample Contract (Ref. Sec 4.25)	Yes

**Please note:** All signed addendums must be included.

## INTRODUCTION TO HOUSING KITSAP

### **Background:**

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

### **Our Mission:**

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

### **Structure:**

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

# SCOPE OF WORK

## **1. PROJECT SUMMARY:**

Housing Kitsap (HK) requests Statements of Qualifications (SOQs) from licensed architectural firms that include licensed structural engineering within the firm's scope. Selected firm(s) will provide design services for new multifamily housing, adaptive-reuse conversions to apartments, and infill/density projects on HK properties. Projects will be awarded by task order; scope and level of effort will vary by site. HK will provide a civil engineer and other specialty consultants (geotechnical, landscape, arborist and others) for coordination.

## **2. PROJECT GOALS:** Maximize housing unit yield consistent with zoning and HK policy.

- Deliver accessible, code-compliant, and cost-conscious designs.
- Produce permit-ready construction documents in collaboration with HK's civil engineer.

## **3. CONSULTANT ROLES:**

- Prime Architect (Proposer): overall project management, architectural design, Quality Assurance and Quality Control (QA/QC), and delivery of permit-ready products. Structural engineering services are included in the architect's scope and must be provided by Washington-licensed structural engineers.
- HK Civil Engineer: HK will provide civil/site and utility engineering; the Architect will coordinate and integrate building and site/utility design with HK's civil engineer.
- Other Consultants: HK will provide or coordinate geotechnical, MEP, and other specialty consultants; Architect will coordinate as required.

## **4. CORE SCOP OF SERVICES (BY PHASE)**

1. Pre-Design / Project Initiation: Kickoff, review available site data, site reconnaissance, programing, preliminary schedule, and order-of-magnitude budget (including utility allowance).
2. Site Assessment & Feasibility: Constraints/opportunities study, zoning/code envelope analysis, multiple layout alternatives to maximize unit yield, unit-mix testing, preferred concept.

3. Utilities & Infrastructure Assessment: Coordinate with HK civil engineer to inventory existing utilities, evaluate capacity/constraints, develop conceptual utility routing, and produce itemized order-of-magnitude cost estimates for on-site and off-site utility work.
4. Schematic Design (SD): 2–3 alternatives (massing, site plan, typical floor plans), schematic structural approach, SD cost estimate with separate utility line items; present and refine preferred alternative.
5. Design Development (DD): Refined architectural plans, elevations, structural framing/foundation concepts (included), coordinated MEP/utility inputs, updated cost and utility estimates.
6. Construction Documents (CD): Permit-ready architectural, structural (signed/stamped), MEP, and coordinated site/utility drawings; technical specifications; final cost estimate and permit exhibits.
7. Optional Task Orders: Permitting support, bid support, construction administration, and project support as requested by HK.

## 5. **DELIVERABLES:**

Phase	Core Deliverables
Pre-Design	Kickoff minutes; Site Data Memo; Program; Preliminary Budget
Site Assessment	Site Assessment Report; Unit Yield Matrix; Preferred Concept
SD	SD drawings; SD cost estimate; Presentation
DD	DD drawings; Structural DD package; Updated estimate
CD	Full CD set; Structural calcs (stamped); Specs; Final estimate
Optional: Permitting/Construction Administration	Permit submittals; Bid docs; specifications and contractor support

\*Deliverables submitted electronically (PDF); All stamped by responsible WA-licensed professionals where applicable.

## **6. QA/QC, SCHEDULE & COST ESTIMATING:**

- Provide incremental cost estimates at Pre-Design, SD, DD, and CD with separate, itemized utility line items and stated assumptions.
- Provide a project schedule keyed to Notice to Proceed (NTP) with utility and permit milestones.

## **7. HK RESPONSIBILITIES:**

- Provide a civil engineer and other specialty consultants for coordination.
- Provide timely reviews and direction as provided by HK management

## **8. ACCEPTANCE CRITERIA:**

- Deliverables complete, coordinated, and stamped by WA-licensed professionals where applicable.
- Cost estimates must identify assumptions and show separate utility line items.

## **9. SUBMISSION REQUIREMENTS (HIGH LEVEL)**

- Firm overview and statement of interest.
- Resumes of key personnel including WA registrations (architect and structural engineer).
- 3–6 relevant project references (multifamily, conversions, density/infill).
- Description of project approach, QA/QC plan, and coordination strategy with HK civil engineer.
- Hourly rate schedule and sample fee example; insurance confirmation.
- Contact information and availability.

## **10. CONTRACT PERIOD**

Housing Kitsap anticipates it will initially award a contract for a period of approximately **three (3) years** with the option, at HK's discretion, of two (2) additional one (1) year option periods (+2/1).

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1. Definitions. The following definitions will be used in the Solicitation, associated documents, and resulting Contract, regardless of capitalization.
  - A. Addenda means written instructions issued by the Director of Procurement & Administration prior to the Solicitation due date and time which modify or interpret the Solicitation documents by additions, deletions, clarifications, or corrections.
  - B. Proposal means the offer submitted by the Proposer in response to this Solicitation.
  - C. Proposer means the person or entity submitting a proposal in response to the Solicitation.
  - D. Contract means the agreement to provide the services that are the subject of this Solicitation. The Contract will be comprised of the Solicitation documents, which include the Solicitation Instructions, scope of work, specifications, all exhibits, any Housing Kitsap clarifications and addenda, the Proposer's proposal as accepted by Housing Kitsap, the agreement signed by the parties, and all appendices, amendments and exhibits referenced herein and therein.
  - E. Solicitation means the entire Request for Proposal packet which includes without limitation, the instructions, scope of work, specifications, all Addenda, attachments, and exhibits.
  - F. Services means all work to be performed and provided as identified in the Solicitation. For purposes of the Solicitation the words "shall", "must", or "will" are equivalent in the Solicitation and indicate a mandatory requirement or condition.
2. Questions, Communications. All communications concerning the Solicitation must be in **writing** directed to the Director of Procurement & Administration and reference the Solicitation number, page, and section number. Questions will be accepted up to the date and time identified in the Schedule of Events. Questions received after the deadline are untimely and will not be answered.

Proposers are to obtain written clarification from the Director of Procurement & Administration regarding any inadequacy, omission, or conflict prior to submitting a Proposal. Failure to do so will not relieve the Proposer of any responsibilities under the Solicitation or any subsequent Contract. Only answers to questions communicated by the Director of Procurement & Administration in an issued addenda will be binding on Housing Kitsap. **Proposers that communicate with other Housing Kitsap staff regarding the Solicitation without prior authorization from the Director of Procurement & Administration may be disqualified.**
3. Proposal Due Date, Time. Proposals must be received by Housing Kitsap at the specified location by the Proposal due date and time. The Proposer is responsible for the timely delivery, regardless of the delivery method. Proposals and requests for modifications received after the due date and time are untimely and will be rejected. The timeliness of submissions is determined in the discretion of Housing Kitsap.

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



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

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

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

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

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

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

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

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

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

**Proposal content outlined below:**

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

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

**SECTION 2. QUALIFICATIONS, PROJECT TEAM**

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

### SECTION 3. TECHNICAL APPROACH, PROJECT SCHEDULE

#### A. Technical Project

1. Describe the procedures and methods to be used to meet the objectives and specifications identified in the Solicitation.
2. Identify all Housing Kitsap and Proposer's responsibilities.
3. Provide a project transition schedule by task, including project organization, management, training, and quality control procedures.
4. Describe methods for compliance with the requirements of the Solicitation.
5. Describe all services to be provided as required in the Solicitation.

#### B. Project Schedule. The services required will be administered on a task basis. Confirm commitment to complete tasks in the time allotted.

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

### SECTION 4. COST PROPOSAL

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

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

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

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

<b>Evaluation Criteria</b>	<b>Factor Type</b>	<b>Max Point Value</b>
Firm's Qualifications	Subjective (Technical)	<b>20</b>
Capacity and Capability to Perform the Work Described in the SOW including Schedule	Subjective (Technical)	<b>15</b>
Demonstrated Experience and Successful Past Performance	Subjective (Technical)	<b>25</b>
Proposed Pricing	Subjective (Technical)	<b>35</b>
Overall Proposal Presentation and Responsiveness	Subjective	<b>5</b>
<b>MAXIMUM TOTAL POINTS</b>		<b>100</b>

END OF INSTRUCTIONS

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

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

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



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

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

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

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

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

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

- ☐ *No Wage Violations.* Proposer has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date; **OR**
- ☐ *Violations of Wage Laws.* Proposer has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of chapters 49.46, 49.48, or 49.52 RCW within three (3) years prior to the above-referenced Solicitation date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## EXHIBIT B EXCEPTIONS AND ASSUMPTIONS FORM

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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

**Please create a Cost Breakdown matrix, chart or list detailing cost specifics.**

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

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

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



**EXHIBIT D  
CONTRACTOR REFERENCES**

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

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

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

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

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

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



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

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

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

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

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

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

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

	<b>EXHIBIT E</b> <b>IDENTIFICATION OF</b> <b>SUBCONTRACTORS</b>	<b>Housing Kitsap</b> 2244 NW Bucklin Hill Rd. Silverdale, WA 98383 <a href="mailto:Procurement@housingkitsap.org">Procurement@housingkitsap.org</a>
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PROPOSERS' NAME: \_\_\_\_\_

PROPOSERS: Provide the following information for all proposed subcontractors that may provide services of any kind for the Contract. Additional pages may be attached if necessary.

If no subcontractors will be used in the execution of these services, indicate that and sign below.

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

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

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

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

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

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

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

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

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

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

**SECTION 1. TERM AND EFFECTIVE DATE**

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

**SECTION 2. SERVICES**

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

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

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

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

### **SECTION 4. TERMINATION**

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

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

## **SECTION 5. INDEMNIFICATION**

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

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

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

## **SECTION 6. INSURANCE**

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

6.4. Automobile Liability.

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

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

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

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

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

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

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

6.9. Waiver of Subrogation. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against HK, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waivers of subrogation by the insured or that voids coverage should Contractor enter into a waiver of subrogation on a pre-loss basis.

6.10. Additional Insured, Endorsement and Certificate of Insurance. **All required insurance coverage, other than the workers' compensation and professional liability, shall name HK, its elected and appointed officials, officers, employees, and agents, as additional insureds** and be properly endorsed for the full available limits of coverage maintained by Contractor and its subcontractors. Endorsement is not required if Contractor is a self-insured government entity or insured through a government risk pool authorized by Washington State.

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

6.11. General. The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies maintained under the Contract shall be paid by Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to HK, its elected and appointed officials, officers, employees, or agents. Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the limits of the insurer's liability.

6.12. Claims-Made. If the Contractor's liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or "tail" coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

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

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

### HK's Contract Representative

Name: [HK Rep Name]

Title: [HK Rep Title]

Address: [HK Rep Addr]

Phone: [HK Rep Phone]

Email: [HK RepEmail]



Contractor's Contract Representative

Name: [Contractor Rep Name]

Title: [Contractor Rep Title]

Address: [Contractor Rep Addr]

Phone: Contractor Rep Phone]

Email: [Contractor RepEmail]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 13. PREVAILING WAGE**

Not Applicable

## **SECTION 14. GENERAL PROVISIONS**

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

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

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

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

**CONTRACTOR NAME**

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title