



WASHINGTON STATE
HOUSING FINANCE
COMMISSION

Opening doors to a better life

**REQUEST FOR PROPOSALS:
AFFORDABLE HOUSING DATA DASHBOARD**

**Deadline for submission:
Friday, September 8, 2017
5 p.m. Pacific Time**

Please email to:

Rich Zwicker
rich.zwicker@wshfc.org
Washington State Housing Finance Commission
1000 Second Avenue, Suite #2700
Seattle, WA 98104-1046

**WASHINGTON STATE HOUSING FINANCE COMMISSION
REQUEST FOR PROPOSALS
AFFORDABLE HOUSING DATA DASHBOARD**

**PART I.
INTRODUCTION AND BACKGROUND**

Introduction.

The Washington State Housing Finance Commission (the “Commission”) is requesting proposals/bids to secure a contractor to implement a combination of best-of-breed technology and services to create an online system to manage and normalize data regarding affordable housing and its tenants, using data currently available from publicly available federal and local governmental sources and internal Commission data. The Commission’s internal data is contained in two platforms: 1) Salesforce and 2) a proprietary database programmed in Microsoft ASP.NET using VB.NET with a Microsoft SQL Server.

This online system must include an easy-to-use interface for Commission staff, other governmental agencies and the general public.

These services shall be performed under an agreement with the selected Contractor (the “**Services**”). Such agreement will be in the form of a master agreement (the “**Master Agreement**”) describing the general terms under which unspecified statements of work and services will be individually defined. The actual amount of work and services executed under the Master Agreement may range from no authorized work in a given year up to the dollar limit for the three-year contract period.

This RFP identifies the services to be provided, the selection criteria, and the terms and conditions which will apply. The contractor selected in this process will be expected to provide the scope of services described pursuant to this RFP.

The Commission shall bear no costs of or obligations to the proposing agency(s) in connection with responses to this RFP.

Time Period.

The Commission expects delivery of the online data system within six months of award of the contract. In order to provide for the ongoing maintenance, support and uploading of data, the initial term of the contract will be for a three-year period with two options to renew for a one or two-year period, at the sole discretion of the Commission.

Contract Amount.

Services will be performed on a time and material basis at hourly rates or on agreed upon project costs, as authorized. NOTE: The first year of the contract will not exceed \$140,000 (one hundred forty thousand dollars).

Important Dates:

Notice of Intent to Submit Proposal: August 18, 2017

Questions, clarifications or requests for additional information deadline: August 25, 2017

Response to questions, clarifications or request for additional information: August 31, 2017

Proposal Delivery Deadline: September 8, 2017

RFP SUBMISSION DEADLINE

Interested Proposers must submit their proposals no later than 5:00 p.m. Prevailing Pacific Time on September 8, 2017 via email to:

rich.zwicker@wshfc.org

All interested parties having experience providing the items listed in this RFP are requested to submit a Notice of Intent to Submit Proposal to rich.zwicker@wshfc.org no later than August 18, 2017.

QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION

Questions, clarifications, or requests for additional information regarding this RFP can be sent, via email, to rich.zwicker@wshfc.org any time before 5:00 pm on August 25, 2017. A list of all the questions received by that date, along with the answers to those questions will be emailed to all firms that express an interest in such information by 5:00 pm on August 31, 2017.

There will be an attempt to answer questions and distribute the answer to such questions received after the above date but it will not be guaranteed.

ALL MATERIALS MUST BE SUBMITTED ELECTRONICALLY

Late Submissions: A proposal shall be considered late if received at any time after 5:00 p.m., Prevailing Pacific Time, September 8, 2017. Proposals received after the specified time WILL NOT be given further consideration.

Modification or Withdrawal of Proposal: Prior to the date and time designated for receipt of proposals, any proposal may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the Proposer and shall be delivered on or before the date and time set for receipt of proposals.

The Commission intends to select a contractor for services mentioned for a three-year period. As of the date of the request, there shall be no ex parte communication with Commissioners, staff, or others participating in the selection process. Any such ex parte communications shall be grounds for disqualifying the Proposer. All communications concerning the selection process should be addressed to Rich Zwicker, Senior Policy Advisor, Washington State Housing Finance Commission, (206) 287-4480 or rich.zwicker@wshfc.org.

By submitting a proposal, Proposers agree that they waive any claim against the Commission, the State of Washington, and their respective officers, employees, and agents for the recovery of any costs or expenses incurred in preparing and submitting a proposal.

WASHINGTON STATE HOUSING FINANCE COMMISSION
REQUEST FOR PROPOSAL
AFFORDABLE HOUSING DATA SERVICES

Proposals must be received at the offices of the Commission *no later than 5:00 p.m. PDT, on Friday, September 8, 2017*. No proposals will be accepted after the date and time specified in this section. Proposals shall be submitted electronically to:

Rich Zwicker
rich.zwicker@wshfc.org
Senior Policy Advisor
Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104-1046

Proposals must be organized as follows:

1. Cover letter
2. Completed Attachment I: Proposer Questionnaire
3. A brief description of the most relevant experience. Include your experience in product development and delivery, and include the names of the specific individuals who will be assigned to this contract.
4. Please list references by name, address and telephone, for each engagement described, as well as the type of engagement. List only the engagements that are pertinent to the staff who will be assigned to this contract. Your references should attest to your past history in meeting schedules, timelines, budgets, cooperation with the contracting agency, and the performance of quality work.
5. A description of the system proposed to meet the requirements set forth in Section III (the Scope of Services) and not exceeding 10 pages.

The Commission reserves the right to request additional information from any proposing agency to assist in understanding or clarifying the terms of any proposal. Such additional information may be considered by the Commission in the evaluation of a proposal so long as the information does not materially alter the content of the agency's proposal. A proposing agency will not be permitted to modify or amend its proposal if contacted by the Commission for this reason.

The Commission reserves the right to obtain from any and all sources information concerning a proposing agency or a proposing agency's products, services, personnel or subcontractors that the Commission deems pertinent to this RFP and to consider such information in evaluating the agency's proposal.

The Commission reserves the right to waive minor deficiencies in a proposal. The decision as to whether a deficiency will be waived or will require the rejection of the proposal will be solely within the discretion of the Commission. Proposing agencies are cautioned that failure to comply with or respond to any part of this RFP that requires a response may result in rejection of proposals.

The Commission reserves the right to investigate references and past performance of any proposing agency with respect to its performance of similar services, compliance with the RFP and contractual obligations, and its lawful payment of suppliers, subcontractors and workers. The Commission may postpone award or execution of the contract after the announcement of the apparent successful proposing agency in order to complete an investigation. The Commission reserves the right to reject any proposal at any time prior to execution of a contract.

Standards of Conduct. The members of the Commission are subject to provisions of the Public Disclosure Act, chapter 42.17 Revised Code of Washington (RCW) and the Ethics in Public Service Act, chapter 42.52 RCW. Proposing agencies should give due regard to state restrictions on gifts, gratuities and hosting in connection with their proposals.

The proposals will remain confidential until evaluations are performed and a recommendation is made to the Board of the Commission. Following announcement of the Commission's selection and notice of intent to award a contract, the proposals will be available for inspection at the office of the Commission at the address given above.

PART II. SELECTION PROCESS

Criteria for Evaluating Proposals

The Commission's staff will evaluate all proposals/bids and accept the one that it believes to be in the best interest of the Commission. Price will not be the sole determining factor in the selection of a proposal/bid. The Commission shall not be obligated to award a contract pursuant to this Request for Proposal/Bid and may reject any or all proposals/bids.

Principal considerations will be:

1. The qualifications and relevant experience of the company and its individual personnel assigned to the Master Agreement.
2. Demonstrated ability to provide governmental data in a form and manner useful to Commission staff, other governmental agencies and the public and in a timely manner.
3. Although cost will not be the sole determining factor in the selection of a proposal/bid, it will be considered.

Oral Interviews May be Required

Written submittals and oral interviews, if considered necessary, will be utilized in selecting the winning proposal. The Commission, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation. The oral presentation will determine the apparently successful proposer. Commitments made by a Contractor at the oral interview, if any, will be considered binding.

Debriefing of Unsuccessful Contractors

Contractors whose proposals have not been selected for further consideration will be notified via e-mail. Only Contractors who have submitted a proposal under the criteria established by the Commission may protest the rejection of a proposal and request a debriefing. Upon request a debriefing will be scheduled with an unsuccessful Contractor. The request for a debriefing must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder Letter is e-mailed to the bidder. The debriefing must be held within three (3) business days of the request. Discussion will be limited to a critique of the requesting Contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

Protest Procedures

This procedure is available to Contractors, who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the solicitation with the RFP Coordinator. Protests may be submitted via fax, but must be followed by the original document. Bidders protesting this solicitation must follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to bidders under this solicitation. All protests must be in writing and signed by the protesting party or authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be included. All protests will be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or Commission policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address such issues as: (1) an evaluator's professional judgment on the quality of the proposal, or (2) the Commission's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Commission. The Executive Director of the Commission or an employee delegated by the Director who was not involved in the procurement will consider the record and all facts available and issue a decision within five (5) business days of receipt of protest unless additional time is required, in which case the protesting party will be notified by the Commission.

In the event a protest may affect the interest of another Contractor that submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Commission's action; or
- Find only technical or harmless errors in the Commission's solicitation process and determine the Commission to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Commission options which may include:
 - Correct the errors and re-evaluate all proposals and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the Commission determines that the protest was without merit, the Commission will enter into a Master Agreement with the apparently successful Contractor. If the protest is determined to have merit one of the alternatives noted in the preceding paragraph will be taken.

Commission Perspective

The Commission has the sole discretion and reserves the right to reject any and all proposals received in response to this RFP and to cancel this solicitation if it is deemed in the best interest of the Commission to do so. Issuance of this RFP in no way constitutes a commitment by the Commission to award a Master Agreement, or to pay Contractor's costs incurred either in the preparation of a response to this RFP or during negotiations, if any, of a Master Agreement for services. The Commission also reserves the right to make amendments to this RFP by giving written notice to Contractors, and to request clarification, supplements and additions to the information provided by a Contractor.

By submitting a proposal in response to this solicitation, Contractors understand and agree that any selection of a Contractor or any decision to reject any or all responses or to establish no Master Agreement shall be at the sole discretion of the Commission. Additionally, by submitting a proposal, Contractors agree that they waive any claim against the Commission, the State of Washington, and their respective officers, employees, and agents for the recovery of any costs or expenses incurred in preparing and submitting a proposal.

No negotiations by the Commission, or any officer, employee, or agent thereof, shall constitute an offer or counteroffer by the Commission. The Commission shall not be bound to any Master Agreement until and unless it's authorized representative has executed a written Master Agreement with a Contractor.

The Commission shall not be required to accept any proposal solely on the basis that it contains the lowest price for completion of the work contemplated by this RFP and the Commission reserves the right to negotiate the final Master Agreement price.

Part III

SCOPE OF SERVICES

The Commission seeks an online data portal and dashboard system to manage and normalize data regarding affordable housing and its tenants, from data that is currently available from publicly-available federal and local governmental sources and internal Commission data. The Commission's internal data is contained in two platforms: 1) Salesforce and 2) a proprietary database programmed in Microsoft ASP.NET using VB.NET with a Microsoft SQL Server.

The system to be provided should meet the following requirements:

- The Commission must maintain the rights to its data in the system and does not wish to turn those rights over to the vendor for reuse.
- The system shall provide public users the ability to query datasets, as defined by the Commission, based on parameters defined by the public user.
- The Contractor must provide all data and reports to the public users via an Internet browser. The system will support the latest versions of Microsoft Internet Explorer version Safari, Chrome, or Firefox and two previous versions prior and must be viewable through mobile devices.

- The system must have a Fed-Ramp ATO.
- The Contractor must notify the customer at least seven (7) days in advance of any scheduled downtime.
- The system should have basic administrative capabilities available only to logged in administrative users, such as, but not limited to:
 - Dataset loading and publishing
 - User management
 - Private/Public dataset management
 - Visualization creation capabilities
 - Metadata management
 - Dashboard creation capabilities
 - Report building
- The system shall provide analytics about data performance, such as data consumption and API usage.
- The system provides a standard, enforceable workflow to approve and publish data.
- The system should leverage artificial intelligence or other intelligent technologies to automatically "tag" datasets with meta-data.
- Allow the ability to customize the branding and presentation of data to include such things as the government name and its official seal in a self service administrative interface.
- The system shall have a standard Application Programming Interface (API) allowing public and enterprise customers and developers to programmatically interact with the data online.
- The system shall have a developer console for interactive exploration of the API.
- The system must support storage and quick access and query of large datasets (up to 140 million rows per dataset) please provide a live customer example (link to data set) of a sub 0.5 second response for visual filters and analytics on datasets over 10 million rows.
- Can be integrated with LDAP security logins for data authors and administrators.
- The system should provide an unlimited license for expanding storage and usage of bandwidth of data.
- Data for use in the interactive system will come from several different sources in different formats at different times throughout the year. Therefore, WSHFC staff must be able to easily load data into the system
- All software items must be ADA compliant.
- All software items must be mobile responsive.
- The system shall have the ability to federate and normalize data easily from a variety of external federal sources like Bureau of Labor Statistics, Census data, CDC, CMS, and other third party data providers.
- The data automation process needs to be decoupled between data publishers and data owners - reflecting the structure of government (technologists and subject matter experts). Meaning data publishers and data owners must be able to co-collaborate on the data automation pipeline without blocking one another's progress. Data publishers upload data while data owners describe the data (metadata)
- The dashboard shall provide graphical displays, as defined by WSHFC and have various metrics such as current year data, 5 year trend data, and comparison capabilities across local units of government.

- The system should be able to use the customer's geo-boundaries to create choropleth maps (bounded heat maps) based on the density of data within those boundaries.
- The dashboard shall provide graphical displays, as defined by WSHFC and have various metrics such as current year data, 5 year trend data, and comparison capabilities across local units of government.
- The system must be able to view a statewide map and click on individual localities to see a standardized view of summary level data which includes visualizations, trendlines, and ranking without leaving the overview map.
- The system must be able to allow a user to leverage a major search engine to search for questions for affordable housing such as “what is the affordable housing stock in _____ County” and be presented with a link that answers that query within the proposed solution.
- At a minimum, the system must contain Washington state data available from the latest versions of the following data sets:
 - All American Community Survey data
 - Physical Inspection Scores of Public Housing (HUD)
 - Physical Inspection Scores of Multifamily Assisted Properties(HUD)
 - Fair Market Rate: Data by ZIP Code(HUD)
 - Section 8 Income Limits (HUD)
 - Fair Market Rents All Bedroom Unit data (HUD)
 - AHS National Summary Report tables (Census)
 - Difficult Development Area (HUD)
 - Low-Income Housing Tax Credit Properties (HUD)
 - Home Activity by Tract (HUD)
 - Public Housing Buildings (HUD)
 - Qualified Census Tract (HUD)
 - Location Affordability Index (HUD)
 - Housing Opportunities for Persons with AIDS (HUD)
 - Poverty Census Tracts (HUD)
 - HUD Insured Multifamily Property (HUD)
 - Empowerment Zones Renewal and Enterprise Communities (HUD)
 - Revitalization Areas (HUD)
 - Underserved Areas (HUD)

PART IV MASTER AGREEMENT AND GENERAL TERMS AND CONDITIONS

The successful Contractor will be expected to enter into the Master Agreement generated by the Commission in accordance with guidelines provided by the State of Washington, including its general terms and conditions (as set forth in Attachment II hereto), and other standard provisions customary to such services agreements. In no event is the Contractor to submit its own standard terms and conditions in response to this procurement. The Contractor may submit exceptions to the general terms and conditions. The Commission will review requested exceptions and accept or reject the same at its sole discretion.

Insurance Coverage

The selected Contractor is to furnish the Commission with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the Master Agreement. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Commission within fifteen (15) days of the Master Agreement effective date.

Liability Insurance

Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any sub-Contractors provide adequate insurance coverage for the activities arising out of subcontracts. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

- \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give the Commission thirty (30) calendar days advance notice of any insurance cancellation.

Contractor shall submit to the Commission within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

Employers Liability (“Stop Gap”) Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The Washington State Housing Finance Commission, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with the Master Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Commission.

Cancellation. Washington State Housing Finance Commission shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

3. **Identification.** Policy must reference the State’s contract number and the agency name.

4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by Washington State Housing Finance Commission. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this Master Agreement.

Worker’s Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable.

Proprietary Information/ Public Disclosure

All proposals will become the property of the Commission and will not be returned to the proposer.

All proposals received shall remain confidential until the Master Agreement. If any Master Agreement resulting from this RFP is signed by the Executive Director of the Commission and the apparent successful Contractor, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Commission will consider a Contractor's request for exemption from disclosure; however, the Commission will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of Master Agreement files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

ATTACHMENT I PROPOSER QUESTIONNAIRE

Please answer the following questions.

1. Name of the legal entity with which the Master Agreement is to be entered.
2. Name, address, and telephone number of the principal officer of the Contractor (if applicable).
3. The legal status of the organization.
4. Employer identification number.
5. Washington State tax registration number.
6. If the Contractor was engaged by the State of Washington within the past 24 months, indicate the contract number and/or any other information available to identify the engagement. A brief biography of individual(s) who will work on this Project. *Please Attach.*
7. Describe your organization's business continuity plan in the event of a disaster and how it is implemented.
8. How would data system continue to operate and how is data preserved in the event of a non-disaster computer failure? Describe the redundancy features of your system. What disaster recovery testing procedures do you employ?
9. What warranties will you provide?
10. What assurances will you provide to ensure you or your agents will keep all data and information collected confidential?
11. The location of the facility from which the Contractor would operate.
12. Provide a timeline for deliverables and ongoing maintenance and upkeep of system.
13. The proposed total bid amount set forth as follows:
 - a. Dollar amount sought for work to be done from master agreement inception (approximately October 1, 2017) through June 30, 2018;
 - b. Dollar amount sought for work to be done from July 1, 2018 through June 30, 2019;
 - c. Dollar amount sought for work to be done from July 1, 2019 through June 30, 2020; and
 - d. Dollar amount sought for work to be done after July 1, 2010.

ATTACHMENT II SELECTED STANDARD TERMS AND CONDITIONS

By submitting a response to this Request for Proposal, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation and standard for master Agreement.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Contractor shall not assign, transfer or subcontract any portion of the Master Contract without the express written consent of the Commission.

COMPLIANCE WITH LAWS: The Contractor must, in performance of work under the Master Agreement, fully comply with all applicable federal, state, or local laws, rules and regulation. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH MASTER AGREEMENT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Master Agreement shall be granted without prior written consent of the Commission.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the Commission, its agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, except the sole negligence of the Commission, under the Master Agreement.

MASTER AGREEMENT: The apparent successful Contractor will be expected to enter into a Master Agreement generated by the Commission in accordance with guidelines provided by the State of Washington, including its general terms and conditions (as set forth in Attachment II hereto), and other standard provisions customary to such services agreements.

MILESTONES, ACCEPTANCE AND PAYMENT: The Contractor's performance and payment shall be tied to milestones as set forth in the Master Agreement and corresponding Statements of Work.

OWNERSHIP OF PROPRIETARY INFORMATION AND INTELLECTUAL

PROPERTY: The deliverables will have been specially ordered and commissioned by the Commission. Contractor agrees that all proprietary and intellectual property rights in the deliverables shall be owned by the Commission and the deliverables shall be “works made for hire”. Contractor agrees to assign to the Commission, its successors and assigns, all rights, title and interest in and to the deliverables. Contractor warrants that it has the right to use all proprietary information and intellectual property used to fulfill its obligations under the Master Agreement.

SERVICES: The Contractor will provide the services and personnel as set forth in various mutually agreed statements of work or mutually agreed proposal documents (each, a “**Statement of Work**” or “**SOW**”). Each SOW’s terms will specify the Contractor’s duties and responsibilities as to the respective set of services described in that SOW. The Statements of Work will be provided by the Contractor within fifteen (15) days of the request by the Commission. Each Statement of Work will specify the purpose, scope, responsibilities, timing and fees prior to work on each individual project and will be consistent with the response to this Request for Proposal.

TERM OF MASTER AGREEMENT: The initial term of the Master Agreement will be for a three-year period with two options to renew for a one or two-year period, at the sole discretion of the Commission.

TERMINATION OF MASTER AGREEMENT: Unless otherwise stated, the Commission may, by written notice to the Contractor, terminate the Master Agreement in whole or in part at any time the Contractor materially fails to perform the Master Agreement.

LICENSE TO USE OF DELIVERABLES - OTHER GOVERNMENTAL ENTITIES: The Contractor acknowledges and agrees that the Commission may permit other governmental entities and housing service providers within Washington State, to use the deliverables that are provided to the Commission pursuant to the Master Agreement.