

**WASHINGTON STATE HOUSING FINANCE COMMISSION**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ NO. WSHFC 20251013HO.2**

**NOTE:** *If you download this RFQ from the Washington State Housing Finance Commission website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFQ Coordinator in order for your organization to receive any RFQ amendments or bidder questions/Commission's answers.*

**PROJECT TITLE:** **Statewide Counseling and Mediation Services under the Foreclosure Fairness Act**

**RESPONSES DUE:** **Friday, January 23, 2026 at noon, Pacific Time, Seattle, WA**

**ESTIMATED TIME PERIOD FOR CONTRACT:** **March 1, 2026 – June 30, 2027**

**ENTITY ELIGIBILITY:** This procurement is open to those entities that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR QUALIFICATIONS:**

1. Introduction
2. General Information for Contractors
3. Response Contents
4. Evaluation and Contract Award
5. RFQ Exhibits
  - A. Example Pay-Per-Service Fee Schedule
  - B. Certifications and Assurances
  - C. Diverse Business Inclusion Plan
  - D. Workers' Rights Certification
  - E. Service Contract with General Terms and Conditions

# WASHINGTON STATE HOUSING FINANCE COMMISSION REQUEST FOR QUALIFICATIONS

Table of Contents	Page
<b>1. Introduction</b>	1
<b>1.1 Purpose and Background</b>	1
<b>1.2 Objectives and Scope of Work</b>	1
<b>1.3 Minimum Qualifications</b>	2
<b>1.4 Payments</b>	2
<b>1.5 Period of Performance</b>	3
<b>1.6 Contracting with Current or Former State Employees</b>	2
<b>1.7 Definitions</b>	3
<b>1.8 ADA</b>	3
<b>2. General Information for Contractors</b>	3
<b>2.1 RFQ Coordinator</b>	3
<b>2.2 Pre-Bid Conference</b>	4
<b>2.3 Estimated Schedule of Procurement Activities</b>	4
<b>2.4 Submission of Qualifications</b>	5
<b>2.5 Proprietary Information and Public Disclosure</b>	5
<b>2.6 Revisions to the RFQ</b>	6
<b>2.7 Diverse Business Inclusion Plan</b>	6
<b>2.8 Acceptance Period</b>	6
<b>2.9 Responsiveness</b>	6
<b>2.10 Contract General Terms &amp; Conditions</b>	7
<b>2.11 Costs to Propose</b>	7
<b>2.12 No Obligation to Contract</b>	7
<b>2.13 Rejection of Responses</b>	7
<b>2.14 Commitment of Funds</b>	7
<b>2.17 Electronic Payment</b>	7
<b>2.18 Insurance Coverage</b>	7
<b>3. Response Contents</b>	7
<b>3.1 Letter of Submittal (Mandatory)</b>	8
<b>3.2 Response</b>	8
<b>3.3 References</b>	9
<b>3.4 OMWBE Certification</b>	9
<b>4. Evaluation and Contract Award</b>	9
<b>4.1 Evaluation Procedure</b>	9
<b>4.2 Evaluation Criteria</b>	9
<b>4.3 Notification to Proposers</b>	10
<b>4.4 Debriefing of Unsuccessful Proposers</b>	10
<b>4.5 Protest Procedure</b>	10
<b>5. RFQ Exhibits</b>	11
<b>Exhibit A – Example Pay-Per-Service Fee Schedule</b>	
<b>Exhibit B – Certifications and Assurance</b>	
<b>Exhibit C – Diverse Business Inclusion Plan</b>	
<b>Exhibit D – Workers’ Rights Certification</b>	
<b>Exhibit E – Service Contract Format with Special and General Terms and Conditions</b>	

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Housing Finance Commission (the "Commission") is initiating this Request for Qualifications (RFQ) to solicit responses from non-profit entities interested in providing Pre-Purchase and Default (Foreclosure) Counseling and Mediation Services under the Foreclosure Fairness Act (the "FFA"), to homeowners throughout the state of Washington. Services to be provided include all levels of pre-purchase housing counseling along with default (foreclosure) housing counseling services including representation at Mediation for homeowners facing mortgage default, Homeowners Association ("HOA"), Condominium Owners Association ("COA") default and any other potential foreclosure. Payment for services provided to homeowners will be on a Pay-Per-Service basis, or other manner, at rates to be established by the Commission.

Commission intends to award *multiple* contracts to provide the services described in this RFQ.

## 1.2. OBJECTIVES AND SCOPE OF WORK

The purpose of this solicitation is to select multiple Housing Authorities, Tribal Housing Organizations and Nonprofit Community, Regional or Neighborhood-based Organizations or other Non-Profit Entities who will assist homeowners with pre-purchase counseling as well as facing actual or potential default on housing-related expenses, including mortgages or loans, property taxes, HOA and COA fees, premiums and assessments or any other foreclosable lien. The solicitation also seeks entities willing to provide Pre-Purchase Counseling to perspective homeowners. Non-profit HUD-Approved applicants should be able to provide HUD-Approved counselors and services as a part of the following Scope of Work.

1. Provide Homeownership Housing Counseling services to prospective applicants, at no cost to the applicants, under Washington's Foreclosure Fairness Act.
  - a. Have at least one dedicated employee to receive "warm hand-offs" from the Washington Homeownership Resource Center during business hours at least 24 hours in a 40-hour work week.
  - b. Provide housing counseling services—subject to the applicant's schedule—within one business day of receiving a referral for assistance.
  - c. Provide without cost to each applicant pre-purchase counseling services that includes, at a minimum, the following topics:
    - i. Financial and Credit Review/Analysis
    - ii. Budgeting
    - iii. Affordability Assessment
    - iv. Education and guidance
    - v. Becoming mortgage ready
    - vi. Savings plans
    - vii. Financing
    - viii. Maintaining a home
    - ix. Connecting with Assistance Programs
    - x. Fair Lending practices
  - d. Provide without cost to each applicant default (foreclosure) counseling services that includes, at a minimum, the following topics:
    - i. Authorization. Collect a signed authorization form from the borrower.
    - ii. Disclosure & Privacy Policy. Provide Disclosure Statement signed by client and Privacy Policy signed by client or proof sent to client.
    - iii. Triage. Assess each client's situation with respect to severity/urgency and be noted in the Action Plan.
    - iv. Budget. Develop a budget for the borrower based on borrower's oral representation of their expenses, debts, and available sources of income.
    - v. Action Plan. Develop a written action plan for the borrower.

- vi. Verification of Action Taken. Take appropriate action upon the steps outlined in the written action plan, which may include the steps below:
    1. Documented attempt to contact the servicer, lender, HOA manager or attorney, Property Tax Assessor/Treasurer, to determine workout options.
  - vii. Draft and submit a hardship letter to the servicer.
  - viii. If workout possible, help client complete and submit forms required by the servicer.
  - ix. Assist in situations where borrower elects to pursue other housing options, including sale options.
2. Provide Representation at Mediation under the Foreclosure Fairness Act.
    - a. Have at least one dedicated employee trained and available to represent homeowners at mediation under the mediation program(s) of the Foreclosure Fairness Act.
  3. Ability to provide year-around counseling services to homeowners throughout the entire state of Washington.
  4. Ability to accept referrals from the Washington Homeownership Resource Center, Civil Legal Aid or other referral service.
    - a. Have at least one dedicated employee available every business day for at least 2 hours a day to receive and process referrals from outside referral agencies.
  5. Other services as defined at time of contract.

### **1.3. MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- Must be one of the following entities: Housing Authority, Tribal Housing Organization, Nonprofit Community, Regional or Neighborhood-based Organization or other Non-Profit Entity licensed to do business in the state of Washington with employees physically located in the state of Washington.
- The following requirements apply:
  - HUD-Approved as a Housing Counselor Provider Agency.
  - Minimum of one year providing Default (Foreclosure) Counseling services in Washington state.
  - Employ at least 1 HUD-Approved Counselor.
  - Ability to provide representation to homeowners at Foreclosure Fairness Act mediation sessions.
- Due to the sensitive nature of the program and its requirements, experience with providing trauma-informed services.
- Ability to provide services throughout the state of Washington.
- Ability to accomplish the above under the Pay-Per-Service components (Exhibit A) associated with this program as well as other compensation rates for pre-purchase counseling..

### **1.4. PAYMENTS**

Selected entities will be compensated for their services on a “Pay-Per-Service” model (or other model developed by the Commission), based on a fee schedule to be established by the Commission. The Commission reserves the right to select among responders and proposed components.

The applicant may not be reimbursed by the Commission under this grant for services that are directly or indirectly reimbursed from any other source including HUD. Where multiple sources are funding the housing counseling program, the applicant must separate its program and designate the activities to be funded by each funding source.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin March 1, 2026 and to end on June 30, 2027 (or an earlier date, should funds be unavailable). Amendments extending the period of performance, if any, shall be at the sole discretion of the Commission.

## 1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state or state agency employees, including Commission employees, pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a response that includes current or former state or state agency employees to ensure that the response complies with these requirements.

## 1.7. DEFINITIONS

Definitions for the purposes of this RFQ include:

**Apparent Successful Contractor(s):** The contractor selected as an entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Contractor:** Individual or company whose response has been accepted by Commission and is awarded a fully executed, written contract.

**Commission:** The Washington State Housing Finance Commission is the entity that is issuing this RFQ.

**Response:** A formal offer to provide services submitted in response to this solicitation.

**Proposer:** Individual or company that submits a response in order to attain a contract with Commission.

**Request for Qualifications (RFQ):** Formal procurement document in which a need is identified to gather information on available entities that could provide necessary services at established pricing levels.

## 1.8. ADA

Commission complies with the Americans with Disabilities Act (ADA). Contractors may contact the RFQ Coordinator to receive this Request for Qualifications in Braille or on tape.

# 2. GENERAL INFORMATION FOR CONTRACTORS

## 2.1. RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in Commission for this procurement. All communication between the Contractor and Commission upon release of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Rich Zwicker
E-Mail Address	<a href="mailto:rich.zwicker@wshfc.org">rich.zwicker@wshfc.org</a>
Phone Number	206-287-4480

Any other communication will be considered unofficial and non-binding on Commission. Contractors are to rely on written statements issued by the RFQ Coordinator. *Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Contractor.*

## 2.2. PRE-BID CONFERENCE

The optional Pre-Bid Conference is being offered consistent with the Washington State Department of Enterprise Services Supplier Diversity Policy No. POL-DES-090-06. The purpose of the optional Pre-Bid Conference is to address questions, clear up ambiguities, respond to issues or concerns, and establish a common basis for understanding the solicitation requirements. Attendance is optional.

Answers to the questions raised during the pre-bid conference and any amendments made to the solicitation document will be posted to WEBS. Bidders should only rely on written amendments issued via WEBS.

The optional Pre-Bid Conference will take place on Tuesday, January 13, 2026 at 9:00 am, Pacific Time and last for a maximum of one hour or such shorter time if the entire hour is not needed. Interested parties may join the optional Pre-Bid Conference via this Zoom link:

### Join Zoom Meeting

<https://us02web.zoom.us/j/89677022710?pwd=GsbKPPQdHUMtamOgXD81aSnbfvCBPI.1&from=addon>

Meeting ID: 896 7702 2710

Passcode: 805196

---

### One tap mobile

+12532050468,,89677022710#,,,,\*805196# US

+12532158782,,89677022710#,,,,\*805196# US (Tacoma)

### Join instructions

[https://us02web.zoom.us/meetings/89677022710/invitations?signature=O-5Dzwx0EZShz0LrhruHUcKIXFZeqniP\\_G0RjSsF41c](https://us02web.zoom.us/meetings/89677022710/invitations?signature=O-5Dzwx0EZShz0LrhruHUcKIXFZeqniP_G0RjSsF41c)

## 2.3 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	December 2025
Pre-Bid Conference	Tuesday, January 13, 2026 at 9:00 am Pacific Time
Deadline to Submit Questions for Q&A	Wednesday, January 14, 2026 at 5:00 pm Pacific Time
Answers to Q&A posted on website (no questions will be answered prior to this date)	Friday, January 16, 2026
Responses due	Friday, January 23, 2026 at noon Pacific Time
Evaluate responses	Week of January 26, 2026
Conduct Interviews if necessary	Week of February 2, 2026

Announce "Apparent Successful Contractor(s)" and send notification via e-mail to unsuccessful proposers	Tuesday, February 10, 2026
Deadline to request debriefing conferences (if requested)	Third business day following the transmittal of the Unsuccessful Contractor Notification
Debriefing conference, if requested	Within 3 business days of request
Negotiate contracts	February 2026
Begin contract work	March/April of 2026

Commission reserves the right to revise the above schedule.

## 2.4. SUBMISSION OF QUALIFICATIONS

### ELECTRONIC RESPONSES:

The qualifications must be received by the RFQ Coordinator no later than noon, Pacific Time, in Seattle, Washington, on **Friday, January 23, 2026, 2025**.

Responses must be submitted electronically as an attachment to an e-mail to the RFQ Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word or PDF format. Zipped files cannot be received by Commission and cannot be used for submission of responses. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Contractor to the offer. Commission does not assume responsibility for problems with Contractor's e-mail. If Commission email is not working, appropriate allowances will be made.

RESPONSES MAY NOT EXCEED 10 (ten) PAGES IN LENGTH. This 10-page limit includes cover letters, and ALL exhibits and/or attachments (except for the following required exhibits: Certifications and Assurances (Exhibit B to this RFQ), Diverse Business Inclusion Plan (Exhibit C to this RFQ) and the Workers' Rights Certification (Exhibit D to this RFQ). Submissions that exceed these limitations may not be considered.

Responses may not be transmitted using facsimile transmission.

Contractors should allow sufficient time to ensure timely receipt of the response by the RFQ Coordinator. **Late responses will not be accepted and could be automatically disqualified from further consideration**, unless Commission e-mail is found to be at fault at Commission's sole determination. Requests for deadline extensions will not be granted.

## 2.5. PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Responses submitted in response to this competitive procurement shall become the property of Commission and will not be returned. All responses received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the responses shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the response that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Contractor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the

page. Marking the entire response exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Contractor has marked as "Proprietary Information," Commission will notify the Contractor of the request and of the date that the records will be released to the requester unless the Contractor, at Contractor's sole expense, obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, Commission will release the requested information on the date specified. If a Contractor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, Commission shall maintain the confidentiality of the Contractor's information per the court order.

## **2.6. REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided via e-mail to all individuals who have made the RFQ Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQ and will be placed on the website. Such addenda will also be published on the Commission's website, located at [www.wshfc.org](http://www.wshfc.org)

If you downloaded this RFQ from the Commission's website located at [www.wshfc.org](http://www.wshfc.org), you are responsible for sending your name, e-mail address, and telephone number to the RFQ Coordinator in order for your organization to receive any RFQ addenda.

Commission also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a contract.

## **2.7. DIVERSE BUSINESS INCLUSION PLAN**

The Commission is committed to increasing opportunities for small and diverse businesses that contract with the Commission. This contract may provide opportunities for businesses working with small and diverse businesses through an Inclusion Plan. Accordingly, Responders must submit an Inclusion Plan as part of their response in the form at Exhibit C.

Inclusion goals are aspirational. No preference is given for inclusion plans or goals in the evaluation of responses but submission is a threshold requirement. While no minimum level of OMWBE certified, Veteran Owned, or Washington Small Business participation will be required as a condition for receiving an award, the plan must include the actions the Contractor will take to increase subcontracting opportunities for those business types. The Commission currently considers Responders non-responsive if they fail to submit an inclusion plan.

## **2.8. ACCEPTANCE PERIOD**

Responses must provide 90 days for acceptance by Commission from the due date for receipt of response.

## **2.9. RESPONSIVENESS**

All responses will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. If the Contractor has failed to comply with any part of the RFQ, Contractor's response may be rejected as non-responsive.

Commission also reserves the right at its sole discretion to waive minor administrative irregularities.

#### **2.10. CONTRACT GENERAL TERMS & CONDITIONS**

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit E. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit B, Certifications and Assurances form. The Commission will review requested exceptions and accept or reject the same at its sole discretion.

This RFQ and the Apparent Successful Contractor's response will be incorporated into the contract resulting from this RFQ.

#### **2.11. COSTS TO PROPOSE**

Commission will not be liable for any costs incurred by the Contractor in preparation of a response submitted in response to this RFQ, travel to or conduct of a presentation, or any other activities related to responding to this RFQ

#### **2.12. NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the Commission to contract for services specified herein.

#### **2.13. REJECTION OF RESPONSES**

Commission reserves the right at its sole discretion to reject any and all responses received without penalty and not to issue a contract as a result of this RFQ.

#### **2.14. COMMITMENT OF FUNDS**

The Executive Director of the Commission or his delegee is the only individual who may legally commit Commission to the expenditures of funds for a contract resulting from this RFQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

#### **2.15. ELECTRONIC PAYMENT**

The Commission prefers to utilize electronic payments in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

#### **2.16. INSURANCE COVERAGE**

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. Standard insurance requirements are included in Section 5 of the special terms and conditions within the sample contract attached as Exhibit E.

Within ten business days of notification of an award, the Apparent Successful Contractor will be required to furnish Commission with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

### **3. RESPONSE CONTENTS**

The following information is required to be supplied in your response to this RFQ:

Responses must be written in English and submitted electronically to the RFQ Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit B to this RFQ)
2. Qualifications
3. Diverse Business Inclusion Plan (Exhibit C to this RFQ)
4. Workers' Rights Certification (Exhibit D to this RFQ)

Items marked "mandatory" must be included as part of the response for the response to be considered responsive.

### **3.1. LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit B to this RFQ) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

- A.** Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B.** Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C.** Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D.** Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Contractor does not have a UBI number, the Contractor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

### **3.2. RESPONSE (MANDATORY)**

Please provide responses to the following items:

- A.** Yes/No – Is your organization a HUD-Approved Housing Counseling Agency?
- B.** Name of Client Management System being used.
- C.** Type of Organization (Non-Profit Corporation, Housing Authority, Local Government, Other (if other, please state)
- D.** Does your organization provide counseling in other languages? If so, please list.
- E.** Name(s) of HUD approved Housing Counselors that will be working on this project.
- F.** Name(s) of other Housing Counselors and other staff that will be working on this project.
- G.** Name(s) of Housing Counselors or other staff that will provide Mediation representation as set forth in the Foreclosure Fairness Act.
- H.** Please supply your organization's Mission Statement and a list of its objectives.
- I.** Please demonstrate how your entity will participate in warm handoffs and work with the referral agencies as necessary.
- J.** Please supply a brief narrative about your entity's ability to staff and support counselors under the proposed Pay-Per-Service program.
- K.** Please supply a brief narrative about your agency's approach to Trauma Informed Care (if any).
- L.** Please supply a brief narrative about your agency's support of efforts to support diversity, equity and inclusion (if any).

- M. Please supply a brief narrative about your agency's past accomplishments in providing default counseling and mediation representation as appropriate.

### **3.3. REFERENCES (MANDATORY)**

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Contractor, preferably for contracts the Contractor has performed in the last five years, if any, and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current Commission staff as references.

By submitting a response in response to this request, the vendor and team members grant permission to Commission to contact these references and others, who from Commission's perspective, may have pertinent information. Commission may or may not, at Commission's discretion, contact references. Commission may evaluate references at Commission's discretion.

### **3.4. OMWBE CERTIFICATION (OPTIONAL)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-, women-, veteran-owned or small business firm(s) will be participating on this project. For more information please visit: <http://www.omwbe.wa.gov>.

## **4. EVALUATION AND CONTRACT AWARD**

### **4.1. EVALUATION PROCEDURE**

Responses will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of responses shall be accomplished by an evaluation team(s), to be designated by Commission, which will determine the ranking of the responses.

Commission, at its sole discretion, may elect to invite the top-responding firms as finalists for an oral presentation.

Commission, at its sole discretion, may award the contracts without an oral presentation.

The RFQ Coordinator may contact the Contractor for clarification of any portion of the Contractor's response.

### **4.2. EVALUATION CRITERIA**

The following items will be used for evaluation purposes:

- Ability to meet mandatory requirements
- Experience providing default (foreclosure) counseling in Washington state.
- Experience providing Mediation representation in Washington state.
- Past performance of entity, if any, in fulfilling contracts with the Commission.

In addition to the items above, the Commission may give weight to responses from firms which certify that they **do not** require their employees to sign an individual arbitration clause as a condition of employment (see Exhibit D).

**Commission reserves the right to award the contract to the Contractor(s) whose response is deemed to be in the best interest of Commission and the state of Washington.**

#### **4.3. NOTIFICATION TO PROPOSERS**

Commission will notify the Apparently Successful Bidder(s) of their selection in writing upon completion of the evaluation process. Individuals or firms whose responses were not selected for further negotiation or award will be notified separately by e-mail.

#### **4.4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Contractor who has submitted a response and been notified that they were not selected for contract award may request a debriefing. Debriefing requests must be received by the RFQ Coordinator no later than 5:00 PM, local time, in Seattle, Washington, on the third business day following the transmittal of the Unsuccessful Contractor Notification. The debriefing may be scheduled within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation of the firm's response;
- Critique of the response based on the evaluation;

Comparisons between responses or evaluations of the other responses will not be allowed. Debriefing conferences may be conducted at Commission's discretion in person, virtually or on the telephone and will be scheduled for a maximum of one hour.

#### **4.5. PROTEST PROCEDURE**

Protests may be made only by 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 five (5) business days to file a protest of the acquisition with the RFQ Coordinator. Protests must be received by the RFQ Coordinator no later than 5:00 PM, local time, in Seattle, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail but must then be followed by the document with an original signature.

Contractors protesting this procurement shall 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 Contractors under this procurement.

All protests must be in writing, addressed to the RFQ Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFQ number, 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 should also be included.

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;
- 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 issues such as: 1) an evaluator's professional judgment on the quality of a response, or 2) 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 Commission. The Commission's Executive Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within seven (7) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

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

If Commission determines that the protest is without merit, Commission will enter into a contract 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.

## **5. RFQ EXHIBITS**

Exhibit A – Example Pay-Per-Service Fee Schedule

Exhibit B – Certifications and Assurances

Exhibit C – Diverse Business Inclusion Plan

Exhibit D – Workers' Rights Certification

Exhibit E – Service Contract Format with Special and General Terms and Conditions

Level Title	Fee	Proposed New Description
Intake/Triage	\$75	Either provided by, or under the supervision of a counselor, provide default information over the phone or in person. Does not require intake and referral. Borrower's name, address and client id# required for payment (along with other data as required by the grant).
Counseling Level 2	\$300	<ol style="list-style-type: none"> <li>1. <b>Authorization.</b> Collect a signed authorization form from the borrower.</li> <li>2. <b>Disclosure &amp; 3. Privacy Policy.</b> Provide Disclosure Statement signed by client and Privacy Policy signed by client or proof sent to client.</li> <li>5. <b>Triage.</b> Assess each client's situation with respect to severity/urgency and be noted in the Action Plan.</li> <li>6. <b>Budget.</b> Develop a budget for the borrower based on borrower's oral representation of their expenses, debts, and available sources of income.</li> <li>7. <b>Action Plan.</b> Develop a written action plan for the borrower.</li> </ol>
Counseling Level 3	\$400	<ol style="list-style-type: none"> <li>1. <b>Budget verification.</b></li> <li>2. <b>Verification of Action Taken.</b> Appropriate action upon the steps outlined in the written action plan, which may include the steps below:</li> <li>3. Documented attempt to contact the servicer, lender, HOA manager or attorney, Property Tax Assessor/Treasurer, to determine workout options.</li> <li>4. Draft and submit a hardship letter to the servicer.</li> <li>5. If workout possible, help client complete and submit required forms required by the servicer.</li> <li>6. Assist in situations where borrower elects to pursue other housing options, including sale options.</li> </ol> <p><b>AVAILABLE ONE TIME PER HOUSEHOLD WITHOUT ADDITIONAL EXPLANATION AS TO WHY THESE SERVICES ARE BEING PROVIDED TWICE</b></p>
Counseling - Follow Up	\$100	Follow-up 30 to 60 days following Intake/Triage or Level 2 counseling. Allowable once per client.
Counseling Resubmit	\$300	Working with client to resubmit after denial, servicer transfer or other significant event: <ol style="list-style-type: none"> <li>1. Steps to obtain a solution outlined in the written action plan.</li> <li>2. Draft and submit a hardship letter to the servicer, lender, HOA manager or attorney, Tax Assessor/Treasurer, to determine workout options.</li> <li>3. Documented attempt to contact the servicer or lender and if a workout is possible.</li> <li>4. Complete and submit application for local resource options (if applicable).</li> <li>5. Assist in situations where borrower elects to pursue sale options.</li> </ol>
Meet and Confer (Bank/Servicer)	\$400	Prepare for and attend Meet and Confer with Servicer/Bank along with Homeowner. <b>May be billed only one time per loan.</b>
Meet and Confer (HOA/COA, Other)	\$400	Prepare for and attend Meet and Confer with HOA/COA or other along with Homeowner. <b>May be billed only one time per household.</b>
Meet and Confer Follow Up (Bank/Servicer)	\$150	Follow up Meet and Confer occurring after initial Meet and Confer occurring with Servicer/Bank.
Meet and Confer Follow Up (HOA/COA, other)	\$150	Follow up Meet and Confer occurring after initial Meet and Confer occurring with HOA/COA, other.
Prep and Refer Client for Mediation (Bank/Servicer)	\$200	Refer client to mediation AND prepare client for mediation with Servicer/Bank. This fee can only be billed once.
Prep and Refer Client for Mediation (HOA/COA, other)	\$200	Refer client to mediation AND prepare client for mediation with HOA/COA, other. This fee can only be billed once.
First Mediation (Servicer/Bank)	\$500	Prepare for and accompany borrower to mediation session with Servicer/Bank as described by Dept. of Commerce procedures.
First Mediation (HOA/COA, other)	\$500	Prepare for and accompany borrower to mediation session with HOA/COA, other, as described by Dept. of Commerce procedures.
Mediation, Additional (Servicer/Bank)	\$350	Prepare for and accompany borrower to 2nd, 3rd, etc. mediation sessions (if applicable).
Mediation, Additional (HOA/COA, other)	\$350	Prepare for and accompany borrower to 2nd, 3rd, etc. mediation sessions (if applicable).
New Document Package for Escalation or Appeal	\$250	Preparing a new document package of borrower information for an <u>escalation</u> or <u>appeal</u> to investors or GSE.
Preparation of Escalation/Complaint	\$250	Preparing a document package to escalate a complaint to the Attorney General's Office, Department of Financial Institutions or other oversight entity.
Adopted Mediation (Servicer/Bank)	\$300	Adopt an ongoing mediation case that had been referred to mediation by another counseling agency or attorney (incl. cases that have been worked by another counseling agency or attorney and are adopted because the agency/attorney does not have the capacity, funding, or expertise to represent the homeowner). Not eligible for this fee are cases where the homeowner has voluntarily terminated services with another housing counseling agency or attorney. <b>REQUIRES PRE-APPROVAL/NOTIFICATION TO THE COMMISSION.</b>
Adopted Mediation (COA/HOA, other)	\$300	Adopt an ongoing mediation case that had been referred to mediation by another counseling agency or attorney (incl. cases that have been worked by another counseling agency or attorney and are adopted because the agency/attorney does not have the capacity, funding, or expertise to represent the homeowner). Not eligible for this fee are cases where the homeowner has voluntarily terminated services with another housing counseling agency or attorney. <b>REQUIRES PRE-APPROVAL/NOTIFICATION TO THE COMMISSION.</b>
Salary for new hired counselors	\$7,500	Inclusive of all costs, for a <b>maximum of 3 months</b> from date of hire. Counselors in training cannot also bill against pay-per-service. <b>REQUIRES PRE-APPROVAL/NOTIFICATION TO THE COMMISSION.</b>
Seminar	\$600	Classroom delivery of foreclosure information by a fully trained default counselor, with a minimum of 5 people per class. <b>REQUIRES PRE-APPROVAL/NOTIFICATION TO THE COMMISSION.</b>

## EXHIBIT B

### CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the response to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the response are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single response.
3. The attached response is a firm offer for a period of 60 days following receipt, and it may be accepted by Commission without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this response, I/we have not been assisted by any current or former employee of the state of Washington or state agency including the Commission whose duties relate (or did relate) to this response or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that Commission will not reimburse me/us for any costs incurred in the preparation of this response. All responses become the property of Commission, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this response.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached response constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a response for the purpose of restricting competition.
9. I/we grant Commission the right to contact references and others who may have pertinent information regarding the ability of the Contractor and the lead staff person to perform the services contemplated by this RFQ.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

**We (check one):**

- ☐ **are** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.
- ☐ **are not** submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Contractor submitting this response, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

---

Signature of Proposer

---

Date

---

Printed Name

---

Title

EXHIBIT C

**DIVERSE BUSINESS INCLUSION PLAN**

1. Status of Firm or Use of Subcontractors

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women's Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

2. If you answered No to all of the questions above, please explain:

---

---

3. Please describe approaches your firm is taking to advance diversity, equity and inclusion within your firm.

---

---

4. If your answer to (1) above was Yes to any of the questions, please list the approximate percentage of work to be accomplished by each group:

Minority	___%
Women	___%
Veteran	___%
Small Business	___%

5. Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

EXHIBIT D

**CONTRACTOR CERTIFICATION**  
**EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS**  
**WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Housing Finance Commission is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

Solicitation No.: WSHFC 20251013HO

I hereby certify, on behalf of the firm identified below, as follows (check one):

- ☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- ☐ This firm certifies it has no employees.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person                      Printed Name

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate                      Print city and state where signed

Date: \_\_\_\_\_

Return Contractor Certification to Procurement Coordinator as part of your complete response.

**Subgrant Agreement between**

**Washington State Housing Finance Commission (WSHFC)**

**AND**

Entity Name Here

**through**

**Foreclosure Fairness Program**

**Contract Number:**

Please enter Contract Number

**For**

To provide funding for foreclosure prevention counseling and support services for homeowners in matters relating to foreclosure in Washington State pursuant to the Foreclosure Fairness Act (RCW 61.24)

**Dated:** \_\_\_\_\_ Please enter start date of contract

## Table of Contents

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>FACE SHEET .....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT .....	4
3. COMPENSATION.....	4
4. BILLING PROCEDURES AND PAYMENT .....	4
5. SUBCONTRACTOR DATA COLLECTION .....	5
6. INSURANCE .....	5
7. FRAUD AND OTHER LOSS REPORTING .....	5
8. ORDER OF PRECEDENCE .....	5
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>7</b>
1. DEFINITIONS.....	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS .....	7
4. ASSIGNMENT.....	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	7
6. COPYRIGHT.....	8
7. DISPUTES.....	8
8. GOVERNING LAW AND VENUE .....	9
9. INDEMNIFICATION .....	9
10. LICENSING, ACCREDITATION AND REGISTRATION.....	9
11. RECAPTURE .....	9
12. RECORDS MAINTENANCE .....	9
13. SAVINGS .....	9
14. SEVERABILITY .....	10
15. SUBCONTRACTING .....	10
16. SURVIVAL .....	10
17. TERMINATION FOR CAUSE .....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES.....	111
20. TREATMENT OF ASSETS .....	11
21. WAIVER .....	122
22. NON DISCRIMINATION .....	122
<b>ATTACHMENT A: SCOPE OF WORK .....</b>	<b>133</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>144</b>

## Face Sheet

Contract Number: S26-FFA001-WSHFC

**Housing Division  
Foreclosure Fairness Program**

<b>1. Contractor</b> Entity Name		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b>		<b>4. COMMISSION Representative</b> Lisa DeBrock Director, Homeownership Division (206) 287-4461 Lisa.DeBrock@wshfc.org	
<b>5. Contract Amount</b> \$4,200,000.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> January 1, 2026
<b>8. End Date</b> June 30, 2027			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b>	<b>11. SWV #</b>	<b>12. UBI #</b>	<b>13. UEI #</b>
<b>14. Award Method</b> <input type="checkbox"/> Non-Competitive <input checked="" type="checkbox"/> Competitive		<b>NOFO/RFX #</b> N/A	
		<b>Proviso #</b> N/A	
<b>15. Contract Purpose</b> The purpose of this Agreement is to provide funding for foreclosure prevention counseling and support services for homeowners in matters relating to foreclosure in Washington State pursuant to the Foreclosure Fairness Act. (RCW 61.24)			
COMMISSION, defined as the Washington State Housing Finance Commission, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective entities. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>		<b>FOR COMMISSION</b>	
Name: _____ Title: _____ Date _____		Steve Walker, Executive Director _____ Date _____	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMISSION and Contractor enter into this Contract pursuant to the authority granted by under the laws of the State of Washington.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMISSION and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMISSION shall pay an amount not to exceed \_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation shall be based on the terms of the Scope of Work and Budget.

The parties acknowledge that funding for this Agreement is contingent upon availability of funds in the Foreclosure Fairness account created in RCW 61.24.172. The availability of funds in the Foreclosure Fairness Account is dependent on revenue and expenditures (as described in RCW 61.24). COMMISSION will notify the Contractor in writing as soon as practicable if funds become unavailable or insufficient to pay for services under this Agreement.

#### **Expenses**

Grantee shall receive reimbursement for approved expenses as identified below COMMISSION as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$\_\_\_\_\_, which amount is included in the Grant total above.

If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the [State of Washington Office of Financial Management Travel Regulations](#).

### **4. BILLING PROCEDURES AND PAYMENT**

COMMISSION will pay Grantee upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMISSION.

The invoices shall describe and document, to COMMISSION's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed.

If applicable, Grantee must also include attachments that describe and document, to COMMISSION's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMISSION in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMISSION may request additional documentation at any time.

Any expense reimbursed under this Grant which is later determined to be unallowable must be repaid according to the terms COMMISSION provides.

Payment shall be considered timely if made by COMMISSION within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing ACH.

COMMISSION may, in its sole discretion, terminate this Grant or withhold payments if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMISSION. No payments in advance of or in anticipation of any expense reimbursable under this Grant shall be made by COMMISSION.

If subgranting and/or subcontracting is authorized by COMMISSION, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Grantee must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Grant.

#### Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and COMMISSION will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill COMMISSION for services performed under this Agreement, and COMMISSION shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMISSION in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMISSION may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMISSION of the final report (or completion of the project, etc.).

### **5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by COMMISSION and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

### **6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program and shall be responsible for losses for which it is found liable.

### **7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the COMMISSION Representative identified on the Face Sheet.

### **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

DRAFT - DISCUSSION PURPOSES ONLY

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMISSION" shall mean the Washington State Housing Finance Commission.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMISSION and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMISSION.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMISSION that is designated as "confidential" by COMMISSION;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMISSION; and
  - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMISSION or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMISSION with its policies and procedures on confidentiality. COMMISSION may require changes to such policies and procedures as they apply to this Contract whenever COMMISSION reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMISSION. Upon request, the Contractor shall immediately return to COMMISSION any Confidential Information that COMMISSION reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMISSION within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMISSION. COMMISSION shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMISSION effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMISSION a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMISSION.

The Contractor shall exert all reasonable effort to advise COMMISSION, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMISSION with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMISSION shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Executive Director of the COMMISSION, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Sub-Grantee's name, address; and
- be mailed to the Executive Director and the other party's (respondent's) Contract within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Executive Director or the Executive Director's designee and the requestor within five (5) working days.

The Executive Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Executive Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for King County.

## **9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

## **11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMISSION reserves the right to recapture funds in an amount to compensate COMMISSION for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMISSION. In the alternative, COMMISSION may recapture such funds from payments due under this Contract.

## **12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMISSION, personnel duly authorized by COMMISSION, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMISSION may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten-calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMISSION. COMMISSION specifically approves the subcontractors described in the Scope of Work attached hereto as Attachment A.

If COMMISSION approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMISSION in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMISSION if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMISSION for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMISSION and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMISSION determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMISSION has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMISSION shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMISSION reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMISSION to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMISSION provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMISSION may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMISSION shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMISSION, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMISSION any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMISSION shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMISSION, and the amount agreed upon by the Contractor and COMMISSION for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMISSION, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMISSION. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMISSION may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMISSION against potential loss or liability.

The rights and remedies of COMMISSION provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C.** Assign to COMMISSION, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMISSION has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMISSION and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMISSION;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMISSION has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMISSION shall remain in COMMISSION. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMISSION upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMISSION upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMISSION in whole or in part, whichever first occurs.

- A.** Any property of COMMISSION furnished to the Contractor shall, unless otherwise provided herein or approved by COMMISSION, be used only for the performance of this Contract.

- B. The Contractor shall be responsible for any loss or damage to property of COMMISSION that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMISSION property is lost, destroyed or damaged, the Contractor shall immediately notify COMMISSION and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMISSION all property of COMMISSION prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

## 21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMISSION.

## 22. NONDISCRIMINATION

- a. Nondiscrimination Requirement. During the term of this Agreement, Sub-Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Sub-Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Sub-Grantee, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Sub-Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Sub-Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Commission may suspend Sub-Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Commission receives notification that Sub-Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Sub-Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Commission may terminate this Agreement in whole or in part, and Sub-Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Sub-Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Sub-Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Commission shall have the right to deduct from any monies due to Sub-Grantee or subcontractor, or that thereafter become due, an amount for damages Sub-Grantee or subcontractor will owe Commission for default under this provision.

## **Attachment A: Scope of Work**

### **SECTION 1: PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide default (foreclosure) counseling Washington State homeowners facing foreclosure, pursuant to the Foreclosure Fairness Act (RCW 61.24). The purpose of the Foreclosure Fairness Act is to prevent avoidable foreclosures in Washington State. The Contractor will do all things necessary to operate and maintain a statewide foreclosure counseling program with services available to homeowners throughout the state.

### **SECTION 2: COUNSELING PROGRAM MANAGEMENT**

1. **Meeting Demand**

The Contractor shall use its best efforts to employ, or hire, new foreclosure counselors as necessary to meet the local and statewide demand for foreclosure counseling and support services.

2. **Aligning Services**

The Contractor shall make all efforts to align practices and policies, types and level of service, and quality of service, to provide consistency in services across all areas of the state.

DRAFT - DISCUSSION PURPOSE ONLY

**Attachment B: Budget**

To be determined at contract award.				

DRAFT - DISCUSSION PURPOSES ONLY