

REQUEST FOR PROPOSALS

MULTIFAMILY HOUSING DEVELOPER SURVEY

FOR THE WASHINGTON STATE HOUSING FINANCE COMMISSION

Deadline for submission:

Friday, May 31, 2019
3 p.m. prevailing Pacific Time

Please email to:

Carol Johnson, Affiliates Manager
carol.johnson@wshfc.org
Washington State Housing Finance Commission
1000 Second Avenue, Suite #2700
Seattle, Washington 98104-3601

Request For Services: Multifamily Developer Survey
For the Washington State Housing Finance Commission

The Washington State Housing Finance Commission (the “Commission” or “WSHFC”) is currently seeking proposals from qualified firms who wish to be considered as a vendor for creation and execution of a survey related to multifamily developers providing or considering providing, affordable housing developments using Low-Income Housing Tax Credits.

As background, in January of 2019, the Washington State Joint Legislative Audit and Research Committee (“JLARC”), at the request of the Washington State Legislature, provided a report entitled [*Analyzing Development Costs for Low-Income Housing*](#). In this report, JLARC provided a recommendation that:

“The Commission should identify and evaluate options for increasing the involvement of for-profit developers in the 9% tax credit program and report their findings to the Legislature.”

As a part of the Commission’s response to this recommendation, the Commission seeks to create and conduct a survey of local, state, regional and national multifamily housing developers regarding their use, or lack thereof, of the Commission’s program(s) that allocate the Low-Income Housing Tax Credit in Washington State. Survey results will be due to the Commission by September 30, 2019 and will be included in a report that the Commission will prepare and provide to the Washington State Legislature.

Since its inception in June of 1983, the Commission has issued more than \$12.8 billion in bonds and more than \$4.4 billion in tax credits to meet the need for single and multifamily housing for Washington residents, provide financing for non-profit capital facilities and beginning farmers and ranchers. Information on the Commission’s programs can be found on the Commission’s website at www.wshfc.org.

The term “Survey” refers to a sampling, or partial collection of facts, figures, or opinions taken and used to approximate or indicate what a complete collection and analysis might reveal. The phrase “Survey Services” includes the application of professional services by qualified consultants in one or more of the following areas: development of the survey instrument, data collection, data review and analysis, and presentation of results.

The Commission intends to select a firm to provide survey services and complete the negotiated scope of work by the September 30, 2019 deadline. Additional work may be negotiated. The contract shall commence on or about **July 15, 2019**.

This RFP includes the following Attachments:

- Attachment A – Qualifications of Prospective Firm Selected for Survey Services
- Attachment B – Timeline for Survey Services Selection
- Attachment C – Scope of Work - Minimum Qualifications, Possible Requirements & Expectations
- Attachment D – Data Security Requirements
- Attachment E – Proposal Certification Statement

Upon receipt of proposals from interested firms, the Commission plans to review and evaluate the proposals and may interview the top two to three candidates on **Wednesday, June 19, 2019 or Thursday, June 20, 2019.**

Final selection will be made on or about **Monday, July 8, 2019.** Please see **Attachment B** for more information regarding the timeline.

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to women and/or minority owned firms. If you plan to subcontract, clearly identify that fact, and the name of the proposed subcontracting firms, in the proposal. Following the award of contract, no additional subcontracting will be allowed without the express prior written consent of the Commission.

Attachment A details the qualifications required of firms who wish to respond to this Request for Survey Services.

RFP SUBMISSION REQUIREMENTS

Interested proposers must submit their proposals no later than **3:00 p.m. prevailing Pacific Time on Friday, May 31, 2019.**

Proposals must be submitted via email to carol.johnson@wshfc.org

All materials must be submitted electronically. No Facsimile (FAX) transmitted proposals will be accepted.

Proposals must be limited to 10 pages with single spaced text no smaller than 12 pt. The 10-page limit includes attachments.

No proposal conference to discuss this RFP will be held. Proposing firms with questions concerning this RFP may submit their questions via e-mail **no later than 3:00 p.m. prevailing Pacific Time on Tuesday, May 21, 2019.**

Questions must be submitted via email to carol.johnson@wshfc.org

Oral questions will not be accepted. By the end of the day on Thursday, May 23, 2019, all questions received and answers provided will be emailed to all known proposing firms and posted on the Commission's website at www.wshfc.org for all potential bidders to see.

Apart from written questions as described immediately above, there shall be no *ex parte* communications concerning this RFP or the selection process between any proposing firm and any board member, staff member, or others aiding in the selection process. Any such *ex parte* communications shall be grounds for disqualification of a proposing firm and its proposal.

Late Submissions: A proposal shall be considered late if received at any time after 3:00 p.m., Prevailing Pacific Time, Friday, May 31, 2019. Proposals received after the specified time WILL NOT be given further consideration.

Prior to the date and time designated for receipt of proposals, any proposal may be modified or withdrawn by email notice to carol.johnson@wshfc.org. Such notice shall be delivered on or before the date and time set for receipt of proposals.

CRITERIA FOR EVALUATING PROPOSALS

The Commission reserves the right to award this contract to the firm or firms which will best meet these requirements. The Commission reserves the right to reject any or all proposals prior to execution of the contract, with no penalty to the Commission. All respondents will be notified by email of the selection.

A review committee will evaluate the proposals according to these principal considerations:

- Demonstrated technical competence, expertise, creativity, and innovative ability in the provision of survey services.
- Demonstration of depth of experience in providing survey services
- Familiarity with affordable housing development with both 4% and 9% Low Income Housing Tax Credits.
- The cost in fees and expenses
- Reputation for services
- Qualifications of the individuals to be assigned to serve the Commission
- Compatibility of the individuals assigned to work with the Commission and its staff.
- Accessibility of firm personnel to the Commission and its staff.

CONTRACT GENERAL TERMS AND CONDITIONS

The successful applicant will be expected to enter into a contract generated by the Commission in accordance with guidelines provided by the State of Washington, including its general terms and conditions and other standard provisions customary to such services agreements. In no event is the applicant to submit its own standard terms and conditions in response to this procurement. The applicant may submit exceptions to the general terms and conditions. The Commission will review requested exceptions and accept or reject the same in 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 within fifteen (15) days of the contract effective date.

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 contract. .

Liability Insurance

Contractor shall maintain commercial 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 contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Commission.
2. **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 contract.

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 contract is awarded. If any contract 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.

PROTEST PROCEDURES

All protests, either against the solicitation of the RFP and/or the award of the contract, must be in writing and contain the original signature of the protesting party or an authorized agent. Such protests must state all facts and arguments on which the protesting party is relying as the basis for its action.

Copies of the protest must be mailed or hand delivered to Kim Herman, Executive Director, Washington State Housing Finance Commission at, 1000 Second Avenue, Suite 2700, Seattle, Washington 98104-3601.

Protests against the solicitation must be received by the Commission in writing no later than 5:00 PM Prevailing Pacific Time two (2) business days prior to the date proposals are due. Filing of a

protest against the solicitation does not entitle the protesting party to an extension of time for submitting its proposal.

Protests involving the rejection of a proposal must be received by the Commission in writing no later than 5:00 PM Prevailing Pacific Time on the fifth (5th) business day following the interested applicant(s)'s receipt of the notice of rejection, whether oral or written. Only those who submit a proposal under the criteria established by the Commission may protest the rejection of a proposal.

The Executive Director of the Commission, or his designee, will consider the record and all the facts available and issue a decision **within five business days of receipt of the protest unless** additional time is required, in which case the protesting party will be notified by the Commission. The Executive Director's decision will be final.

COMMISSION PERSPECTIVE

The Commission reserves the right to request additional information from any applicant to assist the Commission in understanding or clarifying the terms of any proposal.

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

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 contract, or to pay an applicant's costs incurred either in the preparation of a response to this RFP or during negotiations for services. The Commission also reserves the right to make amendments to this RFP by giving written notice to applicants, and to request clarification, supplements and additions to the information provided by an applicant.

By submitting a proposal in response to this solicitation, applicants understand and agree that any selection of an applicant or any decision to reject any or all responses shall be at the sole discretion of the Commission. Additionally, by submitting a proposal, applicants 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.

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 contract price.

Thank you for your interest in working with the Commission.

ATTACHMENT A

QUALIFICATIONS OF PROSPECTIVE FIRM SELECTED FOR SURVEY SERVICES

I. Give name, address, email, phone and fax numbers of firm.

II. Survey Services

- A. Describe your firm's general background and experience.
- B. List the number of individuals in your firm specializing in providing survey services.
- C. Describe your firm's background and experience in providing survey services in the last five years. List the type and scope of services provided and associated survey return rates.
- D. Describe your firm's familiarity with the development of affordable housing using the 4% or 9% Low-Income Tax Credit Programs.

III. Detail the proposed working team.

- A. List the names, background, and experience of each employee who would be assigned to the Washington State Housing Finance Commission account.
- B. List the percentages of time each employee would be expected to work on this project.

IV. Fee proposals

- A. Describe specifically the fee structure and scope of services the firm would provide.
- B. State/itemize what costs are included in the fee. Where applicable, include administrative costs, travel costs, and any other expenses necessary to accomplish the objectives and produce the deliverables under the contract.
- C. Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

V. References

- A. Include a list of at least three clients for whom your firm has provided services in the last five years that are the same or similar to the services requested in this RFP.
- B. Information provided should include the name, address, and telephone number of the client firm and the name, title, email address and telephone number of a person who may be contacted for further information.

VI. Data Security Questions

- A. Provide a description of quality assurance and data protection/disaster recovery practices.

- B. Describe how you insure protection of privacy of research projects and data provided.

VII. Additional information

- A. Please provide any additional information which you feel may be helpful in evaluating your proposal to provide survey services to the Washington State Housing Finance Commission.

ATTACHMENT B

TIMELINE FOR SURVEY SERVICES SELECTION – 2019

Action	Date Due
RFP for Survey Services Released	Weds. May 8, 2019
Written questions due	Tues., May 21, 2019
Responses to questions posted on agency website at www.WSHFC.org and emailed to known parties	Thurs., May 23, 2019
Proposals due	Fri., May 31, 2019
Evaluation of proposals	Fri., May 31 – Weds., June 12, 2019
Notification of firms selected as finalists	Weds., June 12, 2019
Conduct final interviews, if necessary	Weds, June 19 – Thurs., June 20, 2019 TBD
Notification of decision	Fri., June 21, 2019 or TBD
Contracting	Mon., July 15, 2019 or TBD

ATTACHMENT C

MINIMUM QUALIFICATIONS, POSSIBLE REQUIREMENTS & EXPECTATIONS

This exhibit explains the minimum qualifications, possible survey requirements and expectations which were included in the solicitation.

Minimum Qualifications

- ❖ The selected Contractor must have professional interviewers on staff who have been trained and have the capacity to randomly monitor interviewers as they administer a survey.
- ❖ The selected Contractor must have the ability to administer each of the following survey methods: telephone, mail, internet, and in-person.
- ❖ The selected Contractor must have the ability to administer qualitative research.
- ❖ The selected Contractor must have the ability to visually present data collected for easy review and visual display.
- ❖ Contractor must have at least five (5) years of experience providing customer survey services relative to the “Service Requirements” listed below.
- ❖ Contractor must be actively licensed to conduct business in the State of Washington.

Survey Types

Online Surveys: Method of survey administration which typically involves a targeted group of respondents. Contractor must create, post, and manage a web-based survey.

Data Presentation: Provide the Commission with the survey results including analysis of the responses.

NOTE: For any survey type, a test-run must be performed to ensure that all questions will make sense to the target group.

Service Requirements

Prior to the Survey

- Work with WSHFC to create a detailed project plan that defines key activities and associated outcomes including a timeline and budget.
- Work with the WSHFC to identify and communicate the overall reasons for conducting the survey.
- Review the overall project plan with the WSHFC project manager.
- Identify any specific demographic groups for which quality improvement strategies need to be developed.
- Provide WSHFC with examples of how the data collected will be represented.
- Establish levels and types of analysis to be utilized during and after the survey.
- Establish report format to be presented at the conclusion of the survey.

Development of Survey Instrument

- Consultation with WSHFC to identify the purpose of the survey, areas of importance, goals, and use of the data results.
- Consultation with WSHFC to develop the questions to be asked in the survey.
- Work with WSHFC to identify target group for survey distribution.
- Provide WSHFC with sample communications for connecting with respondents prior to administering the survey.
- Develop a survey sample to be presented to WSHFC for review.
- Conduct a pretest to identify problems prior to conducting the survey. WSHFC will be afforded the opportunity to participate in the pretest.

During the Survey

- Conduct survey according to the method desired by WSHFC.
- Communicate with project managers regarding progress.
- Initiate follow up with survey participants to ensure minimum participation levels are met.

After the Survey

- Tabulate the results and statistically analyze the data collected.
- Meet with program manager to review survey results and obtain feedback and direction on additional analysis required.
- Prepare a report and visual presentation(s) on final results.
- Develop final conclusions and draft an executive summary.
- Present an executive briefing to WSHFC.
- Conduct follow-up focus group discussions as deemed necessary by project manager.
- Delivery of final products/results of project.

Additional Expectations

- Upon request by WSHFC, create/provide a disaster recovery plan that ensures survey data will not be lost or destroyed.
- Contractor to utilize any relevant experience in the subject matter of the project in developing a survey (i.e., use previously developed questions from a similar survey).
- Ensure proper management of confidential information. Please refer to Data Security Requirements, Attachment D.

Conflict of Interest

The successful Contractor and any proposed subcontractor must be impartial and professional in conducting the survey to ensure that the report(s) and/or recommendation(s) are accurate, credible, and unbiased. Any prospective Contractor who stands to gain or lose financially as a result of the outcome of the survey may be deemed to have an actual or potential conflict of interest and may be disqualified from bidding. If you believe that you do not have a conflict of interest but are concerned that it may appear that you do, you may attach additional sheets explaining why you believe that you should not be excluded as a Contractor.

Ownership of Survey Instrument

Surveys, reports, etc. become property of the WSHFC upon completion of the survey project or termination of the business relationship, whichever occurs sooner.

ATTACHMENT D DATA SECURITY REQUIREMENTS

This Appendix documents the data handling requirements for transferring, accessing and protecting the Commission's network and/or data received from conducting a customer survey under the terms of this Contract. The Commission may require additional security measures pursuant to Agency Policy, RCW, WAC, Executive Order, decree, etc.

Data provided within the context of this Contract may be confidential, private and/or may contain sensitive details.

1. Safeguarding of Personal Information

i. Personal Information

"Personal Information" means information provided to Contractor by or, or at the direction of, Customer, or to which access was provided to Contractor by, or at the direction of, Customer, in the course of Contractor's performance under this Contract. Personal Information may include information that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

ii. Data Confidentiality/Use

Contractor acknowledges the personal and confidential nature of the information received pursuant to this Contract and agrees that their staff and contractors with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the data.

If data provided under this Contract is to be shared with a subcontractor, the contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments or exhibits within this Contract. If the Contractor cannot protect the data as articulated within this Contract, then the contract with the subcontractor must be submitted to the Commission for review and approval.

Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Contractor agrees to comply with all federal and state laws and regulations regarding data security and electronic data interchange of Personal Information.

Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Contract.

iii. *Protection*

Contractor shall protect Personal Information collected, used, or acquired in connection with the Contract, against unauthorized use, disclosure, modification or loss.

Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the Commission or as otherwise authorized by law.

Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

At any time during the term of this Contract, at the Commission's written request, Contractor shall, and shall instruct all contractors and employees to, promptly return to the Commission all copies, whether in written, electronic or other form of media, or Personal Information in its possession or the possession of contractors and employees.

At the Commission's request, or upon termination or expiration of this Contract, Contractor shall instruct all contractors and employees to, destroy all Personal Information collected pursuant to this Contract; the Contractor shall retain no copies. If Contractor and the Commission mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

iv. *Salting*

The Commission reserves the right to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Contractor through the Contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by the Commission. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

2. Authorized Access to Data

Access to the data obtained from customer surveys is limited to Contractor staff and subcontractor(s) who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein, and prior to making the data available, the Contractor shall notify all staff and subcontractor(s) with access to the data of the use and disclosure requirements.

Contractor shall notify the Commission in writing immediately upon becoming aware of any unauthorized access, use or disclosure. Contractor shall take necessary steps to mitigate the harmful effects of such use or disclosure. Contractor is financially responsible for notification of any unauthorized access, use or disclosure. Contractor agrees to indemnify and hold harmless the Commission for any damages related to unauthorized use or disclosure by Contractor, its officer, directors, employees, subcontractors or agents. Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

3. Use of Data

The data provided or collected pursuant to this Contract shall be used and/or accessed only for the limited purpose of carrying out activities pursuant to this Contract as described herein. The data shall not be duplicated or re-disclosed without the prior written authority of the Commission. The Contractor shall not use the data for any purpose not specifically authorized under the terms of this Contract.

To ensure compliance with all applicable state and federal laws, Contractor shall exercise due care to protect the data collected pursuant to this Contract from unauthorized physical and electronic access.

The handling requirements and protective measures for Personal Information are as follows:

i. *General Access*

Individuals will access data gained by reason of this Contract only for the purpose of this Contract. The Commission may, at its sole discretion, disqualify at any time any person authorized access to Personal Information by or pursuant to this Contract. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to information provided or obtained pursuant to this Contract immediately upon delivery of notice to Contractor. Disqualification of one or more persons by the Commission does not affect other persons authorized by or pursuant to this Contract.

ii. *Transmission of Data*

<u>DELIVERY METHOD</u>	<u>REQUIRED SECURITY MEASURES</u>
Electronic File Transfer	Secure file transfer (encrypted) is required.
Transmission by Mail	Traceable delivery required (e.g. messenger, federal or commercial courier, certified return receipt requested)
Transmission by Facsimile	Prohibited

iii. *Print*

All printed materials must be stored in a secured, lockable enclosure.

iv. *Copying*

Photocopying is prohibited unless pre-approved in writing by the Commission. Photocopying must be done only when necessary. Care must be taken to recover all originals and copies. Extra or spoiled copies must be disposed of properly (see Media Disposal below).

v. *Media Disposal*

If data is destroyed or disposed of in lieu of return to the Commission, Contractor shall provide to the Commission written notification of disposal. Acceptable destruction methods include:

- For paper documents, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
- Removable Magnetic or Optical Storage Media (tape, diskettes, CDs): media must be destroyed or deposited in certified bins specifically designated for magnetic media or “cleaned” using a U.S. Department of Defense-standard data cleaning program, and then may be reused.
- If data has been stored on a server, or workstation data hard drives, or similar media, Contractor shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed.

vi. *Physical Security of Data*

Access to areas containing data must be physically restricted. Data must be locked when left unattended.

vii. *Electronic Data at Rest*

The data may only be stored on a PC if Contractor can assure unauthorized access cannot take place (e.g. password protection) when PC is left unattended.

viii. *Data Recovery*

Immediate written and verbal notification to the Commission is required if a loss of data or equipment occurs.

ix. *Systems Management*

Contractor shall ensure that all systems used in the execution of this Contract, including portable systems, are utilizing industry best practices for security (e.g. up-to-date virus protection, security patches, firewall(s), full disk encryption, etc.).

Contractor networks used to access Personal Information must have security controls that can detect attacks by making use of Firewalls, Intrusion Detection/Prevention Systems (IDS/IPS) and other network infrastructure. Networks should have continuous monitoring and all network security related activities (security events, errors, etc.) should be recorded and logged.

ATTACHMENT E

PROPOSAL CERTIFICATION STATEMENT

******THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED**** PRIOR TO THE PROPOSAL CLOSING DATE AND TIME. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.**

Our/my proposal, of which this statement is a part, identifies certain staffing fees and compensation for services identified in the Request for a Proposal for Survey Services to the Washington State Housing Finance Commission.

The undersigned hereby: a) acknowledges he/she has read and understands all requirements and specifications of this Request for Proposal (including attachments); b) agrees to all requirements, specifications, terms, and conditions contained in this Request for Proposal; c) offers and agrees to perform the services with the staffing identified for the fees and compensation stated; and d) verifies that this proposal shall remain valid for at least sixty (60) day after Commission's May 31, 2019 closing deadline date for proposals.

(Firm Name)

(Signature)

(Date)

By: _____
(Typed or Printed Name)