

THE WASHINGTON STATE HOUSING FINANCE COMMISSION

REQUEST FOR PROPOSAL

Custom Database, Website and Software Development

**1000 Second Avenue, Suite 2700
Seattle, Washington 98104-1046**

Deadline for submission: September 19, 2008

REQUEST FOR PROPOSAL
for
Database and Software Development and Computer Programming Services
for the
WASHINGTON STATE HOUSING FINANCE COMMISSION

1. OVERVIEW

The Washington State Housing Finance Commission (the “**Commission**”) is requesting proposals/bids from qualified database, software, and web developers to provide on-going custom database and software development and support to various housing related programs serving Washington State. Currently all databases utilize Microsoft Access for the front-end application and SQL Server for the back-end database. The Commission intends to continue to use this architecture for future databases.

The Commission issues bonds and allocates tax credits to finance housing, cultural and social service capital facilities and other projects. The Commission also runs a first-time homebuyer program and monitors low-income housing projects for compliance with state and Federal requirements for those projects it has financed.

The Commission’s office is located in downtown Seattle. There are approximately seventy employees using personal computers on a Local Area Network and Microsoft Windows Server.

The Commission has a common database integrating most of the business procedures of various programs. The Commission also maintains historic public information. Services requiring quick public response, consumer confidentiality, and user-friendly web services may be required.

The unique production needs of several programs are met with this single database.

Based upon our current growth agenda, it has become essential that the Commission implement a technological platform that provides for more efficient database and reporting systems to be utilized by all Commission programs. The first step in this process is to establish a web-based annual reporting system (the “**System**”) for owners and managers of multi-family housing.

2. PURPOSE

The purpose of this document is to solicit proposals for, among other things, developing the System and providing related hosting and software and website development services to the Commission. This System is intended to form the basis for all future web-based reporting systems and programs.

Another important requirement of the contractor will be the maintenance and further development and enhancement of the Commission’s common database to facilitate business uses of data between programs and divisions. The contractor must be able to supply general onsite support services for this database at the Commission offices for an agreed-upon number of hours per week.

The Commission also provides information and program data to the public using their web site at www.wshfc.org. The contractor must also be able to provide Windows and SQL Server web hosting services, if needed.

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

The contractor will be expected to communicate and coordinate their present and future development requirements with the Commission’s network administrator.

Time Period

The initial term of the contract will be for a two-year period beginning October 1, 2008 and terminating on September 30, 2010 with an option to renew for a two-year period, at the sole discretion of the Commission.

Contract Amount

Services will be performed on a time and material basis at hourly rates or on agreed upon project costs, as authorized. The total two-year contract from October 1, 2008 through September 30, 2010 will not exceed \$2 million. If the Master Agreement is extended for an additional two-year period, the contracted amount for the additional two-year period will not exceed \$3 million.

Important Dates

| | |
|-------------------------------------|--------------------|
| Proposal Delivery Deadline: | September 19, 2008 |
| Master Agreement signing: | September 30, 2008 |
| Master Agreement commencement date: | October 1, 2008 |
| Master Agreement termination date: | September 30, 2010 |

3. SUBMISSION REQUIREMENTS

All interested parties having experience providing the items listed in this RFP are requested to submit a proposal containing evidence that they can meet the expectations previously described. The questionnaire noted as Attachment II must be completed. Multipage responses will be accepted as answers to the questionnaire, however, no more than ten (10) pages total should be sent in response. Additional information which is reasonably necessary for the Commission to fairly and comprehensively evaluate proposals may be enclosed. It should be limited to information which clarifies and substantiates written responses. All proposals will become the property of the Commission and will not be returned.

Instructions for Submitting Proposals

Ten (10) copies of each proposal must be submitted to Jama Hawk by 5:00 p.m., September 17 at the office of the Commission, 1000 Second Avenue, Suite 2700, Seattle, Washington 98104-1046. A

proposal will be considered late if received at any time after 5:00 p.m., September 19, 2008. Late proposals will not be considered.

Questions regarding the information contained in this RFP must be submitted by email to Tim Sovold, Director, Compliance & Preservation Division (Tim.Sovold@wshfc.org), no later than 5:00 p.m. (Pacific Time), September 12, 2008.

No facsimile (FAX) transmitted proposals will be accepted.

Proposals must be organized as follows:

- I. Cover letter
- II. Completed Attachment I: Bidder Questionnaire
- III. Completed Attachment II: Bidder Experience Questionnaire
- IV. A brief description of the most relevant experience (approximately 1-2 pages for each engagement). Include your experience in product development and delivery, and include the names of the specific individuals who will be assigned to this contract.

Please list references by name, address and telephone, for each engagement described, as well as the type of engagement. List only the engagements that are pertinent to the staff who will be assigned to this contract. Relevant documents may also be attached; for example, logic statements. Your references should attest to your past history in meeting schedules, timelines, budgets, cooperation with the contracting agency, and the performance of quality work.

- V. Proposals may include promotional material for consideration by the review committee, if desired.

The Commission reserves the right to seek clarification of each proposal and the right to negotiate a final contract in its best interest, considering cost effectiveness and the level of time and effort required for the services.

The Master Agreement shall contain the terms set forth in Section 4 below and Attachment III hereto and other terms and conditions customary for this type of contract.

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

Contractor Reporting

The contractor will be expected to meet on a periodic basis with the Commission's lead staff person to report on progress toward completing any specific projects under the Master Agreement.

Method and Schedule of Contract Payment

Individual projects or work assignments under the Master Agreement will be billed either on an hourly basis or a completed project basis. The basis for payment will be agreed upon prior to commencement of a project. The contractor will be paid at the completion of a specific project and in installments for larger projects. The contractor will submit a request for payment on the form and in the manner to be specified by the Commission in accordance with state requirements.

Any other services will be billed per an agreed upon services plan.

Criteria for Evaluating Proposals

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

Principal considerations will be:

1. The qualifications and relevant experience of the individual personnel assigned to the Master Agreement.
2. The number of programmers on staff who are qualified in development, programming, and maintenance skills set forth in Attachment II.
3. Capacity to respond to requests for project proposed Statements of Work within fifteen (15) days during Master Agreement Term.
4. The experience and background of staff actually assigned to the project and their previous successful experience with similar contracts will be important considerations.

Award Notice

After completing the evaluation of all proposals and, if deemed necessary, interviews, the selection committee will tentatively select the company that will provide the services. An announcement of tentative award is expected to be made September 22, 2008. A final award, however, will be contingent upon successful negotiation of a final Master Agreement. The effective date of the Master Agreement will be October 1, 2008.

If the Commission is unable to negotiate a mutually satisfactory Master Agreement with its first choice, it may, in its sole discretion, negotiate with its secondary choices or cancel and reissue a new RFP.

Commission Support for the Contractor

Identified members of the Commission staff will assist in coordinating the work of the contractor with the Commission staff and other persons as required for the completion of the Master Agreement. The staff will work with the contractor to complete the work in a timely manner as required by the Master Agreement. Contractor is expected to provide their own computer equipment and any other materials necessary to complete the projects under the Master Agreement.

Contact Person

All questions related to this Request for Proposal should be directed to Tim Sovold at Tim.Sovold@wshfc.org. All other contact with the Commission by respondents to this Request for Proposals will be through the RFP Coordinator, Jama Hawk:

All correspondence (except RFP questions):

Jama L. Hawk, Manager, Business & IT Services
Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104-1046
jhawk@wshfc.org

Phone: (206) 464-7139
(800) 767-4663
Fax: (206) 587-5113

RFP questions:

Tim Sovold, Director, Compliance & Preservation Division
Washington State Housing Finance Commission
1000 Second Avenue, Suite 2700
Seattle, Washington 98104-1046
tim.sovold@wshfc.org

The RFP Coordinator and Tim Sovold are the sole points of contact in the Commission for this procurement. All communication between the respondent and the Commission upon receipt of this RFP shall be with the RFP Coordinator or Tim Sovold.

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

4. MASTER AGREEMENT AND GENERAL TERMS AND CONDITIONS

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

Insurance Coverage

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

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

Liability Insurance

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

Additionally, the contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts. As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident.

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 state of Washington, Washington State Housing Finance Commission, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with the Master Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. Cancellation. State of Washington, Washington State Housing Finance Commission shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of

cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given ten (10) days advance notice of cancellation.

3. Identification. Policy must reference the State's contract number and the agency name.
4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Washington State Housing Finance Commission. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect contractor, and such coverage and limits shall not limit contractor's liability under the indemnities and reimbursements granted to the State in this Master Agreement.

Worker's Compensation Coverage

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

Proprietary Information/ Public Disclosure

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

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

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

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

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

5. SELECTION PROCESS

Oral Interviews May be Required

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

Debriefing of Unsuccessful Contractors

Contractors whose proposals have not been selected for further consideration will be notified via FAX or by e-mail. Only contractors who have submitted a proposal under the criteria established by the Commission may protest the rejection of a proposal and request a debriefing. Upon request a debriefing will be scheduled with an unsuccessful contractor. The request for a debriefing must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder Letter is faxed or e-mailed to the bidder. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

Protest Procedures

This procedure is available to contractors, who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the contractor is allowed three (3) business days to file a protest of the solicitation with the RFP Coordinator. Protests may be submitted via fax, but must be followed by the original document. Bidders protesting this solicitation must follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to bidders under this solicitation.

All protests must be in writing and signed by the protesting party or authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be included. All protests will be addressed to the RFP Coordinator.

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

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

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

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

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

The final determination of the protest shall:

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

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

Commission Perspective

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

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

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

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

Attachment I

BIDDER QUESTIONNAIRE

Please answer the following questions.

1. Name of the legal entity with which the Master Agreement is to be entered.
2. Names of the legal entities that may be used as subcontractors.
3. Name, address, and telephone number of the principal officer of the contractor and subcontractor (if applicable).
4. The legal status of the organization (contractor and subcontractors).
5. Employer identification number.
6. Washington State tax registration number (contractor and subcontractor).
7. If the contractor or subcontractor was engaged by the State of Washington within the past 24 months, indicate the contract number and/or any other information available to identify the engagement.

A brief biography of individual(s) who will work on this Project. *Please Attach.*

8. Describe your organization's business resumption plan in the event of a disaster.
9. How would your system continue to operate and how is data preserved in the event of a non-disaster computer failure?
10. What warranties will you provide?
11. What assurances will you provide to ensure you or your agents will keep all data and information collected confidential?
12. The location of the facility from which the contractor and subcontractors would operate.

Attachment II

BIDDER EXPERIENCE QUESTIONNAIRE

Please briefly describe your experience with the following:

Using Microsoft Access, SQL Server, and Visual Basic for Applications in a Windows environment (servers and workstations).

Database Application Development Services, including:

- Business analysis
- Requirements definition
- Design and development of database applications in a multi-user environment
- Application design using Visio sketching tools
- Database splitting, linking, and compacting/repair utilities
- Differentiation of data from application and distribution of database components
- Error handling in VBA code
- Record locking
- Table relationships for databases which may contain several thousand related fields per record
- Stability of database when using ODBC connections to other applications
- Migrating SQL applications from current version to SQL server 2005
- Using the new data reporting tools in SQL 2005
- Using InfoPath to develop forms for data entry and reporting
- Project management
- Client server application development and support using:
 - Access
 - VBA
 - SQL Server
 - SQL Server Reporting Services
- Web application development and support using:
 - ASP.NET
 - VB
 - Java
 - Ajax
 - SQL Server
 - SQL Server Reporting Service
- Application testing and performance tuning
- Deployment and installation support

Multi-Application Platforms, including:

- Merges in Word which may contain several hundred fields, including memos and concatenated recordsets.
- Cell-specific links to Excel and export of data calculated from embedded formulae
- Web-based data exchange, html forms, data extraction utilities
- Dynamic data exchange in conjunction with Outlook, Commission Intranet, or other data transfer applications
- Interface with data scanning/OCR software for import of printed data
- Knowledge of Visual Basic, and OLE exchange
- Web Hosting Services
- Windows Server and SQL Server web hosting
- 99.8% or better uptime with guarantee
- Network security certifications including major credit card compliance
- Multiple redundant power supplies and backbone connections

Web Hosting, including:

- Shared or VPS hosting servers
- Windows/IIS/ASP.NET hosting
- SQL Server hosting

Web Design, including:

- HTML layout and design
- CSS implementation
- Graphics design

Web-Based Reporting, including:

- Database analysis and data mapping
- Web-based database development
- Database conversion
- Data integrity checking and audit methodology
- Post-conversion clean up
- Methodologies to keep data in sync between the new and legacy systems during implementation

Development and Coordination with staff, including:

- Creation of user-friendly forms for data entry and transparent, easily understandable structures within database
- Code annotation for long term viability of application
- Where development work will be performed
- Method of application deployment, installation
- User training

Project Tracking, including:

- Task tracking, sharing, and assigning across multiple records
- Possible data sharing between divisions and/or databases

Attachment III

SELECTED STANDARD TERMS AND CONDITIONS

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

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

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

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

FACSIMILE RESPONSES: Facsimile responses will not be accepted for responses to this Request for Proposal.

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

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

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

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

OWNERSHIP OF PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY: The deliverables will have been specially ordered and commissioned by the Commission. Contractor agrees that all proprietary and intellectual property rights in the deliverables shall be owned by the Commission and the

deliverables shall be “works made for hire”. Contactor agrees to assign to the Commission, its successors and assigns, all rights, title and interest in and to the deliverables. Contractor and the Commission acknowledge that each party’s existing proprietary information and intellectual property will remain the property to the respective party. Contractor warrants that it has the right to use all proprietary information and intellectual property used to fulfill its obligations under the Master Agreement.

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

TERM OF MASTER AGREEMENT: The initial term of the Master Agreement will be for a two-year period beginning October 1, 2008 and terminating on September 30, 2010 with an option to renew for a two-year period, at the sole discretion of the Commission.

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

LICENSE TO USE OF DELIVERABLES - OTHER GOVERNMENTAL ENTITIES: The Contractor acknowledges and agrees that the Commission may permit other governmental entities within Washington State, including without limitation the Department of Community, Trade, and Economic Development, to use the deliverables that are provided to the Commission pursuant to the Master Agreement.