

## REQUEST FOR PROPOSALS

Designing a Housing and Community Development Technical Assistance Program to support Black, Indigenous, and People of Color (BIPOC) Community Developers

### **Introduction & Background**

The intent of this Request for Proposals is to support the design of a Technical Assistance (TA) program to support Black, Indigenous, and People of Color (BIPOC) individuals, owned companies, and led organizations in developing housing in Vermont. The initiative may expand to other neighboring states in Northern New England, with Maine and New Hampshire as potential partner states. Vermont Housing Finance Agency (VHFA) is seeking to provide up to \$15,000 for an organization, or consortium of organizations, to design the framework of a TA program that can be implemented starting in 2024. The overarching goal of the TA program is to support BIPOC individuals and owned or led organizations in navigating housing and community development resources, permitting, and technical environments.

The community development financial and capital systems in Northern New England and the United States have historically marginalized BIPOC individuals and organizations. To work towards greater equity in the professional landscape of housing and community development, our community development funding system must seek to leverage state, federal, private, and philanthropic resources to offer a holistic platform to provide capital and resources to historically marginalized participants in the deployment of the state's community development resources. As we work towards a Vermont and Northern New England housing finance system that prioritizes investments that address racial inequality and economic marginalization, we are seeking to take steps to ensure there are opportunities for BIPOC owned, founded, and led organizations to take the lead in determining how investments reach communities.

The resulting program should provide TA and guidance towards capital resources that will support businesses that are owned or led by BIPOC participants in community development.

VHFA and partners are taking a multi-phased approach to this work. This is the first phase and is focused on the design of the TA program. Further funding will be made available to support implementation and direct TA activities after the program is established.



### Goals & Eligible Use of Funds

The goal of these funds is to support designing the TA program for BIPOC community developers in northern New England. The work includes 1.) conducting an assessment of current conditions, partners, and models that can inform Vermont’s approach; and 2.) outlining how a TA provider can effectively meet the TA needs of new and existing BIPOC developers; 3.) describing how a TA program can be structured to meet the needs of BIPOC developers.

The following are minimum expectations for assessing current conditions:

- Meet with and collect input from historically marginalized Vermonters and representatives of key racial equity stakeholder organizations.
- Meet with and collect input from participants in the Vermont Community Development ecosystem.
- Review national BIPOC developer programs to cull lessons learned and best practices.

The Technical Assistance Program design should address the following, and other needs identified through outreach:

- Design a specific model for providing TA, such as cohort and/or classroom, that is best suited to increasing the role of BIPOC developers in Vermont and includes assisting with the following:
  - Identifying small business advisory services and operational resources.
  - Development deal modeling and structuring.
  - Cost estimating.
  - Land and opportunity identification.
  - Identifying and match-making appropriate financing and capital resources.
  - Supporting applications for key funding sources.
  - Identifying and assembling project development team, including design, architecture, engineering, legal, and other professional services.

- Identifying and supporting applications for various permits related to development.
  - Environmental resources including Phase I/II considerations, Brownfield funding, and BRELLA access.
  - Agency of Natural Resources/Department of Environmental Conservation Clean/Drinking Water Permitting.
  - Act 250 and Statewide land use regulations. To the extent possible, the TA provider will also be able to assist with mapping out approval processes for various municipal permitting requirements.
- When applicable, supporting applications for Low-Income Housing Tax Credit and other affordable housing resource navigation: early-stage consultation on proforma, financial structuring, financial resources, funder application processes, and regional equity environment.
- Inject opportunities for racial equity affinity connections with other BIPOC developers. This may include professional roundtables, regular joint working groups, and specific one-on-one support. Provide specialized Technical Assistance and support for existing developer and resource partnership development.
- Advise VHFA and other capital partners on targeted capital programming for pre-development, construction, and permanent financing.

The final work product for this project should include a needs assessment of what will be needed to successfully support BIPOC developers. The final work product should be a detailed, written report describing the recommended model approach that can be implemented to achieve the components above.

### **Opportunities for expanded TA**

Beyond the scope of this project, a future TA effort may be resourced to expand two other underserved development cohorts: small or rural emerging developers, and Public Housing Authorities. These expanded opportunities are not part of this application or project. However, the recipient of this award will be encouraged to consider expanding to also design models and provide TA to meet other housing needs in the state in the future:

- The Vermont Department of Housing and Community Development is leading an initiative called the [Homes for All Campaign](#), which will include an expanded TA program. The recipient of this award will be in a stronger position to also apply to support that programming in the future.
- VHFA conducted a research project to consider the future of Public Housing Authorities in portfolio planning. Vermont's local Public Housing Authorities identified development TA as a key missing resource for maintaining their portfolios. TA Programming may be expanded to offer support to Local Public Housing Authorities in portfolio planning.

### **Funding Available for TA Provision**

A total of \$15,000 is available for the TA program design services requested in this RFP. VHFA has set aside additional funding to operationalize the program in 2024.

### **Responses and Proposal Format**

Responses to this RFP are due in accordance with the schedule provided in this RFP. Please submit all materials digitally, via the email provided below or a link to a file transfer system.

Proposals must meet the conditions listed in this RFP and clearly provide the following information:

1. **Proposal Cover Letter (1-2 pages):** The applicant shall provide a brief description of the activities proposed to meet the requirements of the RFP, the expected date that the applicant could begin work, a statement acknowledging the conditions stated in the RFP. The letter shall be signed by the applicant or its authorized representative.
2. **Applicant's Qualification Statement (1-2 pages):** A description of the experience, qualifications, and capacity your organization has to design a Technical Assistance program in accordance with the RFP. Demonstrated ability and experience providing technical assistance for community development and affordable housing will be considered. Please provide background and information on your organization's commitment and activities related to addressing historic patterns of economic marginalization and racial equity.
3. **Proposed Activities (1-2 pages):** A description of the activities and work products you are proposing, consistent with the scope of services described above in this RFP. Provide a timeline for expenditure of the funds.
4. **Budget (1 page or less):** A not-to-exceed total, all-inclusive maximum proposed fee to perform the scope of services broken out by type of expense. Include direct and indirect costs, usual and customary expenses, staff expenses and proposed hours required as well as the proposed manner of payment and terms.

### **Evaluation Criteria**

Proposals will be evaluated based on the following criteria, in no particular order:

- Relevant qualifications and experience of the personnel conducting the activities, including familiarity with community development and affordable housing development and relevant partners.
- Demonstrated commitment of organization to racial equity
- Demonstrated understanding of the work to be performed as well as previous experience with similar projects.
- Quality and clarity of proposal in addressing the scope of work and goals.
- Proposed approach to the project.
- Ability to meet timeframe.

Responses may include examples of past work, or links to work that support your ability to meet the goals of the RFP. Questions about the scope of work and other aspects of the RFP may be directed to Seth Leonard, Managing Director of Community Development, VHFA, [sleonard@vhfa.org](mailto:sleonard@vhfa.org).

VHFA reserves the right to reject any or all proposals submitted, in whole or in part, if it is in our best interests. We assume no obligation, no responsibility and no liability for any costs incurred by the responding firms prior to the execution of a contract for services.

### **Eligible Recipients of Award**

Intended recipients are organizations that will design the most effective technical assistance program for emerging BIPOC developers as possible. Prioritization will be given to organizations that 1.) are a BIPOC owned or led organization, 2.) have experience providing TA for community and housing development, 3.) can collaborate with stakeholders throughout northern New England.

A consortium approach comprising multiple organizations is welcome.

### **Selection Process**

The highest evaluated proposers may be invited to discuss their proposal and qualifications prior to a final decision which will be made in accordance with the schedule section of this request.

### **Schedule**

The anticipated schedule for the Request for Proposals and resulting program is as follows:

- RFP issued: December 27<sup>th</sup>, 2023
- Question Period: December 27<sup>th</sup> – January 12<sup>th</sup>, 2023
- Applications Due: February 26<sup>th</sup>, 2024
- Applicant Interviews: February 28<sup>th</sup> – March 5<sup>th</sup>
- Application Decision: March 7<sup>th</sup>

### **Enclosed Attachments**

Attachment A: Terms and Conditions of Proposal Submittal

Attachment B: Standard Contract Provisions

## **Attachment A: Terms and Condition of Proposal Submittal**

Any proposal received by VHFA must be valid and binding for a period of thirty (30) days beyond the submission deadline. VHFA and the selected vendor will enter into a contract, describing the terms and conditions of the services to be performed, including vendor compensation. Every contract will be subject to the Standard Provisions set forth in Appendix B – Standard Contract Provisions.

By submitting a proposal, the Respondent agrees to the following:

- A) All materials submitted become the property of VHFA and shall be public information unless a statutory exception exists which would thereby determine that such information cannot be released to the public. If you have information in your proposal that you believe is an exemption to the Vermont Public Records Laws, you must identify each and every occurrence of the information in the proposal on a separate page titled “Exemptions to the Public Records Law”. Each Respondent agrees to reimburse VHFA for, and to indemnify, defend, and hold harmless VHFA, its officers, fiduciaries, employees and agents from and against: (1) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever (collectively, the “Claims”) arising from or relating to VHFA’s non-disclosure of any such designated portions of the response or other materials submitted by the Respondent related to this RFP; and (2) any and all Claims arising from or relating to VHFA’s public disclosure of any such designated portions of a response or other materials submitted by the Respondent related to this RFP if disclosure is deemed required by law or if disclosure is ordered by a court of competent jurisdiction.
- B) Respondents will respond to all requirements in this RFP and comply with any terms and conditions outlined in the RFP. Failure to do so may result in disqualification of the proposal.
- C) All costs incurred in preparation of a proposal shall be borne by the Respondent. Proposal preparation costs are not recoverable under the Agreement for Services. VHFA shall not contribute in any way to recovering the cost of proposal preparation.
- D) If during the evaluation process it becomes necessary to make further distinctions between certain Respondents, VHFA may request certain Respondents make oral presentations of proposals to the Selection Committee or VHFA staff.

- E) Proposals received after the deadline will not be reviewed. Respondents are advised that there will be no opportunity to correct mistakes or deficiencies in the proposals after the submission deadline. Proposals that are missing required information may not be evaluated. It is the sole responsibility of the Respondent to ensure its proposal is complete, accurate, responsive to the requirements, and received on time. Proposals not complying with the requirements of the RFP may not be further evaluated or considered.
- F) VHFA reserves the right to use alternative methods to evaluate housing development costs.
- G) VHFA reserves the right to reject any and all proposals at any time and to accept or reject any item or combination of items in any proposal. VHFA reserves the right to cancel, withdraw, modify or reissue this RFP at any time for any reason.
- H) Written approval from VHFA must be obtained for any media releases regarding an award of the contract by VHFA.
- G) By submitting a proposal, Respondent agrees to waive any claim(s) it has or may have against VHFA or any other member of the Selection Committee and/or any of the current or former directors, officers, board members, employees, or agents thereof arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal (2) waiver of any requirement under this RFP, (3) acceptance or rejection of any proposal, and (4) award of the contract.

## Attachment B: Standard Contract Provisions

### ADDITIONAL STATE CONTRACT PROVISIONS

Attachment to \_\_\_\_\_ Agreement between  
\_\_\_\_\_  
\_\_\_\_\_ (“Provider”) and  
Vermont Housing Finance Agency (“Customer”)

1. ENTIRE AGREEMENT. The \_\_\_\_\_ Agreement (the “Agreement”), as supplemented hereby, represents the entire agreement between the parties on the subject matter. In the event of any conflict between the terms hereof and any other terms of the Agreement, the terms hereof shall be controlling. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. APPLICABLE LAW. This contract will be governed by the laws of the State of Vermont.
3. NO EMPLOYEE BENEFITS. PROVIDER understands that CUSTOMER will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to CUSTOMER’s employees, nor will CUSTOMER withhold any state or federal taxes. PROVIDER understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by PROVIDER, and information as to contract income will be provided by CUSTOMER to the Internal Revenue Service and the Vermont Department of Taxes.
4. INDEPENDENCE, LIABILITY. PROVIDER will act in an independent capacity and not as officers or employees of CUSTOMER. PROVIDER shall indemnify, defend and hold harmless CUSTOMER and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of PROVIDER’s acts and/or omissions in the performance of this contract.
5. FAIR EMPLOYMENT PRACTICES AND AMERICANS WITH DISABILITIES. PROVIDER agrees to comply with the requirements of Title 21, VSA Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable. PROVIDER shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by PROVIDER under this contract. PROVIDER further agrees to include this provision in all subcontracts.
6. PROPRIETARY INFORMATION. In connection with the services to be performed under the Agreement (the “Work”), it is anticipated that CUSTOMER will deliver to PROVIDER certain business data, technical information, processes, specifications and other information of a secret, confidential and proprietary nature with respect to CUSTOMER (collectively, the “Proprietary Information”). The parties hereto desire to ensure that the confidentiality of any Proprietary Information is maintained in accordance with the terms hereof.



- a. All Proprietary Information provided to PROVIDER by or on behalf of CUSTOMER is the property of CUSTOMER, and will be treated by PROVIDER as such. PROVIDER agrees to make all necessary and appropriate efforts to safeguard the Proprietary Information, and all material prepared by CUSTOMER and its representatives which reflects such Proprietary Information, from disclosure. In furtherance of such efforts, PROVIDER agrees that it will not without prior written authorization of CUSTOMER distribute any of the Proprietary Information to anyone other than its authorized personnel and representatives who must know such Proprietary Information for purposes of completing the Work. PROVIDER agrees not to use the Proprietary Information for any purpose other than in connection with the Work.
- b. PROVIDER shall require its officers, representatives, agents, advisors, consultants and employees to abide by the terms of this Agreement to the same extent that PROVIDER is required to do so. PROVIDER shall be responsible for any breach of this Agreement by any of the foregoing persons.
- c. PROVIDER shall, upon request by CUSTOMER, use its best efforts to return to CUSTOMER or destroy all tangible manifestations, including computer tapes, discs, flash drives and copies of such manifestations, of Proprietary Information delivered to PROVIDER.
- d. The obligations of PROVIDER under this Agreement shall not apply to the following information which shall not be deemed Proprietary Information:
  - Information that is disclosed in a publication available to the public, or is otherwise in the public domain at the time of disclosure; or
  - Information that is generally disclosed to third parties by CUSTOMER without restriction on such third parties; or
  - Information that is approved for release by written authorization of CUSTOMER; or
  - Information that is independently developed by PROVIDER without use of any Proprietary Information.
- e. This Agreement shall not be construed to grant to PROVIDER patents, licenses or similar rights to Proprietary Information disclosed to PROVIDER by CUSTOMER.
- f. PROVIDER agrees that in the event that it fails to fulfill its obligations set forth in this Agreement, CUSTOMER may suffer irreparable injury. In the event of any breach of this Agreement by PROVIDER, CUSTOMER shall be entitled, in addition to any other remedies or damages, to injunctive and other equitable relief to prevent or restrain any breach of this Agreement.

7. INSURANCE. Before commencing work on this contract the Provider must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility

of the Provider to maintain current certificates of insurance on file with CUSTOMER through the term of the contract.

- a. WORKERS COMPENSATION: With respect to all operations performed, the Provider shall carry workers compensation insurance in accordance with the laws of the State of Vermont.
  
- b. GENERAL LIABILITY AND PROPERTY DAMAGE: With respect to all operations performed under the contract, the Provider shall carry general liability insurance having all major divisions of coverage including, but not limited to:
  - Premises - Operations
  
  - Independent Providers' Protective
  
  - Products and Completed Operations
  
  - Personal Injury Liability
  
  - Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/completed products aggregate

\$ 50,000 Fire Legal Liability

- c. AUTOMOTIVE LIABILITY: The Provider shall carry automotive liability insurance covering all motor vehicles, including owned, non-owned, and hired, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Provider for the Provider's operations. These are solely minimums that have been set to protect the interests of CUSTOMER.

#### 8. TAXES DUE TO THE STATE.

a. PROVIDER understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. PROVIDER certifies under the pains and penalties of perjury that, as of the date the contract is signed, PROVIDER is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.

9. SUBPROVIDERS. PROVIDER shall not assign or subcontract the performance of this agreement or any portion thereof to any other Provider without the prior written approval of CUSTOMER. PROVIDER also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 6 above.

10. NO GIFTS OR GRATUITIES. Without first obtaining the written approval of the Executive Director of CUSTOMER, PROVIDER will not give title or possession of anything of substantial value (including property, currency, travel and education programs) to any officer or employee of CUSTOMER during the term of this contract.