Vermont Housing Finance Agency

164 St. Paul Street
Burlington, VT 05401

REQUEST FOR PROPOSAL (RFP)

Homeowner Assistance Fund

May 21, 2021

Proposals due June 11, 2021.

[See https://www.vhfa.org/news/HAF/RFP **for updates and questions and answers.]**

THE INFORMATION CONTAINED HEREIN HAS BEEN ASSEMBLED FOR THE PURPOSES OF OBTAINING SERVICES IN SUPPORT OF ITS HOMEOWNER ASSISTANCE FUND PROGRAMS.

TO THE BEST OF VHFA'S KNOWLEDGE THIS INFORMATION IS ACCURATE, BUT THE INFORMATION IN THIS PACKET IS NOT INTENDED TO REPRESENT ALL OF THE INFORMATION THAT A SUBMITTING FIRM MAY CONSIDER RELEVANT TO REVIEW IN CONNECTION WITH APPROVING AND ENTERING INTO A FINAL AGREEMENT. IT IS EXPECTED THAT SUBMITTING FIRMS WILL CONDUCT THEIR OWN REVIEW OF THE PROPOSED SERVICES AND WILL ASK FOR ANY OTHER INFORMATION THAT THEY DETERMINE IS APPROPRIATE IN MAKING A FINAL DECISION IN CONNECTION WITH A FINAL AGREEMNT.

THE INFORMATION CONTAINED HEREIN SUMMARIZES THE PROPOSED SERVICES. THE ACTUAL TRANSACTION WILL BE AS SET FORTH IN FINAL LEGAL DOCUMENTS AND OTHER TRANSACTION DOCUMENTS PREPARED BY VHFA'S COUNSEL. THESE FINAL DOCUMENTS WILL GOVERN THE TRANSACTION.

VHFA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE IRREGULARITIES, AND/OR TO REQUEST ADDITIONAL INFORMATION, AND SELECT THE PROPOSAL MOST FAVORABLE TO VHFA. ADDITIONALLY, VHFA RESERVES THE RIGHT TO NEGOTIATE ALL FINAL TERMS AND CONDITIONS OF ANY AGREEMENT ENTERED INTO BETWEEN VHFA AND THE SELECTED FIRM(S).

NOTHING IN THIS RFP, OR IN YOUR RESPONSE, OR VHFA'S ACCEPTANCE OF A PROPOSAL, SHALL OBLIGATE VHFA TO COMPLETE NEGOTIATIONS WITH SELECTED FIRM(S) OR TO PAY ANY EXPENSES TO THE FIRMS. VHFA WILL HAVE THE RIGHT TO END NEGOTIATIONS AT ANY TIME PRIOR TO THE EXECUTION OF A FINAL AGREEMENT WITHOUT ANY COST TO VHFA. ALL COSTS RELATED TO THE PREPARATION AND SUBMITTAL OF A FIRM'S RESPONSE TO THIS RFP ARE THE SOLE RESPONSIBILITY OF THE SUBMITTING FIRM.

THE INFORMATION IN THIS PACKET IS DELIVERED FOR USE SOLELY IN THE CONSIDERATION OF THE TRANSACTION. THE INFORMATION MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE PERMISSION OF VHFA.

SECTION 1
GENERAL INFORMATION

The Vermont Housing Finance Agency ("VHFA") or the ("Agency") is seeking proposals from firms qualified to perform services for the Agency in the development, implementation and operation of the Agency's Homeowner Assistance Fund programs to assist homeowners with mortgage payments and other housing related expenses under the American Rescue Plan (ARP) Act of 2021. The Scope of Work to be performed is more fully described in Exhibit A hereto. Experience with state affordable housing agencies is strongly preferred. The Agency may select two or more firms to perform the services included under this RFP. VHFA is an equal opportunity employer.

Funding for this project is subject to, among other things, entry by the Agency into appropriate agreements with the US Government and/or the State of Vermont.

Questions concerning the requirements of this RFP must be posted IN WRITING ONLY to hafrfp@vhfa.org on or before **4:00 p.m., May 28, 2021.** Any response by VHFA will be in the form of a copy of questions received, along with a written response from VHFA, posted at https://www.vhfa.org/news/HAF/RFP on or before **June 4, 2021**. VHFA reserves the right to decline to respond to any question or inquiry that it determines will cause an undue burden or expense.

Offeror Information, Proposed Work Plan and Cost/Fee Proposal must be received at the email address (hafrfp@vhfa.org**) by midnight EST on June 11, 2021.** Failure to meet this submittal deadline will result in rejection of the proposal. Facsimile proposals will not be accepted.

Proposals submitted in response to this RFP must remain valid for at least sixty (60) calendar days from the date VHFA designates as the deadline for submitting proposals, plus any addenda or extensions to the RFP.

Contract Award is subject to approval by the State of Vermont of required funding.

SECTION 2
REQUIREMENTS FOR RFP - OFFEROR RESPONSE

2.1 SUBMISSION OF PROPOSALS:

The Offeror's proposal must be submitted in a .pdf format to the following email address: [hafrfp@vhfa.org], including all attachments. The Offeror's proposal should be organized and presented in the following format and progression:

2.1.1 General Firm Information

Provide a brief description of your firm and any firms you might be partnering with or contracting with to provide the services requested, including but not limited to the following: (a) Name(s) of the principal(s) of the firm and (b) Name, telephone number and email address of a representative of the firm authorized to discuss your proposal.

In accordance with 2 C.F.R. Part 180 and 31 C.F.R. Part 19, advise whether your firm or any principals of your firm are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions involving Federal agencies.

2.1.2 Experience and Resources

Describe your firm and its capabilities. Support your capacity to perform the Scope of Work.

Provide references, including a contact name and telephone number for organizations or businesses for whom you have performed similar work.

Describe your firm's information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data. Include in your response whether your firm performs penetration testing (and if so, when the last penetration test was performed), your firm's encryption methods, and whether client data is stored onsite or offsite. If offsite, provide the name of the hosting company, whether the host is SOC 2 compliant, Service Legal Agreements (SLAs), guaranteed uptimes, whether there are redundant/failover datacenters, and the geographic location of said datacenter(s).

Please indicate if you know or have reason to believe that you or any vendor you work with that has access to your information or systems has suffered any intrusion attempts (whether or not they were successful) or any other incidents that could be construed as a data breach within the last forty-eight (48) months.

Provide the insurance limits under your Professional Liability and Errors & Omissions policy.

2.1.3 Work Plan

Please provide a detailed work plan and timeline (measured in weeks) for implementing the Scope of Work.

The Work plan must clearly describe and detail the Offeror's proposed approach to timely perform and complete all services required by the RFP and must include a profile of any senior staff anticipated to be assigned to complete the service.

Identify whether you plan to subcontract any services described in the Scope of Work.

Describe how your firm will handle actual and or potential conflicts of interest.

Please describe any ongoing technical support associated with the software available to both Agency employees and customers applying to the program using the application portal.

Outline the process and approximate timeline for modifications to the software to the extent any are required.

Describe the accessibility features of the software including, but not limited to, those relating to the public-facing portal. Include in your response whether the software meets the highest success level (AAA) of the Web Content Accessibility Guidelines (WCAG) 2.1, as may be amended from time to time.

2.1.4 Fee Structure

The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees. Please provide a five-year cost proposal for providing the Scope of Work. Specify pricing for each year and include all implementation costs, user fees, license fees, application fees, data retention fees, data access fees, audit support fees, and other related costs and fees.

2.1.5 Affirmative Action Plan and Minority Owned / Women Owned Business

The Agency encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State-protected classes in your firm who will work on The Agency's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.

2.1.6 Offeror Representations

By submitting a response to this RFP, the Offeror is deemed to make the following representations and warranties:

Offeror warrants that qualified personnel shall provide services under the contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Offeror agrees that it will not enter any agreement with a third party that may abridge any rights of the Agency under the Contract. Offeror will serve as the prime contractor under the Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Agency.

Offeror agrees to the Agency's Contract terms and conditions found on the attached Exhibit B.

Offeror warrants that it has the financial capacity to perform and to continue performing its obligations under the Contract; that Offeror has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Offeror that could materially adversely affect performance under the Contract; and that entering into the Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

2.2 RESERVATIONS:

The Agency reserves the right to accept or reject any or all proposals or parts of proposals with or without cause, and the Offerors will have no recourse. The Agency may require proposals to be clarified or supplemented through additional written submissions.

VHFA will not be responsible for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFP or termination of any Contract resulting from the award of the RFP.

2.3 CONTRACTUAL AGREEMENTS:

The basic agreement between the parties shall be pursuant to a mutually agreed written contract (the "Contract") covering the Scope of Work listed in this RFP. Such Contract shall contain the Customary State Contract Provisions attached as Exhibit B.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Offeror's signed proposal. The Offeror chosen for award should be prepared to have its proposal incorporated, along with all other written correspondence concerning this Contract, into the Contract. Any false or misleading statements found in the proposal will be grounds for disqualification. In the event of a conflict between the documents, the Contract shall govern.

2.4 RETENTION OF PROPOSALS:

All proposals submitted become the property of VHFA. VHFA is a public instrumentality and is subject to public information rules under Vermont law. Proprietary information should be identified in each proposal.

SECTION 3
EVALUATION CRITERIA

3.1 EVALUATION OF PROPOSALS:

The Agency will appoint an evaluation committee to review the proposals submitted.

At the sole discretion of VHFA, finalists for consideration of award may be required to make an oral presentation to the evaluation committee. All costs associated with the oral presentation shall be the responsibility of the Offeror.

Any proposals received by VHFA that may be missing any or all of the information required in Section 2.1 of this RFP may be determined to be non-responsive. If determined to be non-responsive, the Agency may decline to evaluate any such proposal. The Agency will not be responsible for notifying any Offeror of any deficiencies in their proposal.

3.2 AWARD FACTORS:

The RFP will be awarded to the firm that gives VHFA the most effective combination of qualifications, services to be provided, understanding of the services needed, experience with similar projects, assurances and availability of key personnel, and costs. VHFA will post on its web site at https://www.vhfa.org/news/HAF/RFP firm selected to be awarded the contract after formal approval by the VHFA Board of Commissioners.

If applicable, the General Counsel, CFO or Executive Director or their designee will conduct negotiations with responsive Offerors whose proposal, when considered with all other proposals submitted in response to this solicitation, best meet the needs of VHFA at its sole discretion.

Upon selection of the apparently successful Offeror(s), VHFA will notify the other Offerors of its decision by email.

3.3 UNAUTHORIZED NEGOTIATIONS:

In no event shall a prospective Offeror, or the apparently successful Offeror, enter into discussion or negotiations with representatives of VHFA other than the General Counsel, CFO, Executive Director or their designee.

3.4 OTHER FACTORS/REQUIREMENTS:

News releases pertaining to this request for proposal may not be made without prior written approval of VHFA.

All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to award. Thereafter, proposals will become public information. See Section 2.4 Retention of Proposals.

EXHIBIT A – SCOPE OF WORK

The Agency seeks to engage a firm to provide it with services in connection with the development, implementation and management of its Homeowner Assistance Fund programs in compliance with the requirements of Section 3206 of the American Rescue Plan Act of 2021 and related regulations, including a web-based software system that can be utilized to manage such programs.

At the time of this RFP, many details from the federal and Vermont governments are yet to be defined. Therefore, the Agency and any Offeror for this RFP must be poised to engage and carry out its duties as policy and process definitions, reporting requirements, as well as payment, accounting and other finance responsibilities of the Agency and applicants become known.

These services include:

1. Consultation on developing a Homeowner Assistance Fund Plan if requested;
2. Developing a public facing web portal and software for the submission of program applications by Vermont homeowners as well as a back-end management system described more fully below;
3. Setting up, staffing and management of call center support for program applicants to the extent the Agency may require;
4. Setting up and staffing for program management and administration to the extent the Agency may require;
5. Compliance monitoring and training; and
6. Providing audit support.

The purpose of the software system is to provide both a public-facing portal for applicants and a back-end management system with functionality that allows for:

- Significant automation of processes;
- Pre-qualification and eligibility validation;
- Web and mobile enabled application process that also provides a process for paper applications;
- Customization, including ability to produce documents with the Agency branding and wordmarks, programming to reflect regulatory changes, and custom report design;
- Ease of use/portal accessibility for program applicants;
- Ability to translate language on the portal into multiple languages including, but not limited to, Arabic, Burmese, French, Mandarin, Nepali, Somali, Spanish, Swahili and Vietnamese;
- Back-end management of the application and intake process, including applicant communication functionality and application tracking features;

- Secure upload and storage of documents, information, and data;
- Back-end management of application review and approval processes, including the ability to generate notes and send internal communications;
- Integration with a Common Data Platform or other file sharing methods with mortgage servicers and other third party payees;
- Access to the system by external partners with tiered levels of authority for viewing and editing;
- Automated generation of documentation for applicants;
- Electronic signature and transmittal of correspondence and documents;
- Seamless integration with the Agency's finance/accounting systems (Mitas), including financial management, reporting and payment processing systems;
- Tax document generation;
- Robust reporting, data preservation and audit functionality, consistent with requirements and guidelines for federal Homeowner Assistance Fund reporting and including ad hoc reporting.
- Fraud prevention, such as flagging duplicate applications
- Ability to collect payee information for loan servicers, utilities, etc.
- Ability to create multiple funding groups and allocate and track funds to various programs consistent with HAF requirements

The software, including the public-facing portal, must:

Meet industry compliance standards and comply with all applicable federal, state, and municipal laws and regulations including, but not limited to: (i) the Americans with Disabilities Act of 1990; (ii) the Gramm Leach Bliley Act, 15 U.S.C. §6801 *et seq.*; (iii) 12 C.F.R. §1016.1-§1016.17; (iv) the Vermont Identity Theft Protection Act, 13 VSA § 2030; (v) the Telephone Consumer Protection Act, and (vi) the regulations promulgated by the Consumer Financial Protection Bureau.

EXHIBIT B - CUSTOMARY STATE CONTRACT PROVISIONS

1. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties on the subject matter. 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 FOR CONTRACTOR. The Contractor understands that VHFA 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 state employees, nor will the Agency withhold any state or federal taxes. The Contractor 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 the Contractor, and information as to contract income will be provided by VHFA to the Internal Revenue Service and the Vermont Department of Taxes.

4. INDEPENDENCE, LIABILITY. The Contractor will act in an independent capacity and not as officers or employees VHFA. The Contractor shall indemnify, defend and hold harmless VHFA and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

5. INSURANCE. Before commencing work on this contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with VHFA through the term of the contract.

   WORKERS COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the Agency of Vermont.

   GENERAL LIABILITY AND PROPERTY DAMAGE: With respect to all operations performed under the contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

   Premises - Operations
   Independent Contractors' 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

   AUTOMOTIVE LIABILITY: The Contractor 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 Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of VHFA.

6. RELIANCE BY VHFA ON WRITTEN MATERIAL. All payments by VHFA under this contract will be made in reliance upon the accuracy of all prior written representation by the Contractor, including bills, invoices, progress reports and other proof of work.

7. RECORDS AVAILABLE FOR AUDIT. The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for five years thereafter for inspection by any authorized representatives of the Agency, the State or Federal Government. If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. VHFA, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

8 FAIR EMPLOYMENT PRACTICES AND AMERICANS WITH DISABILITIES. The Contractor agrees to comply with the requirements of Title 21, VSA Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable. Contractor 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 the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

9. SET OFF: VHFA may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereafter.

10. TAXES DUE TO THE STATE.

a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed the Contractor 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.

c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the Agency may set off taxes (and related penalties, interest and fees) due the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

11. SUBCONTRACTORS. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other Contractor without the prior written approval of the Agency. Contractor also agrees to include in all subcontract agreements a tax certification in form substantially identical to paragraph 10 above.

12. NO GIFTS OR GRATUITIES. Without first obtaining the written approval of the head of the agency entering this contract, Contractor will not give title or possession of any thing of substantial value (including property, currency, travel and education programs) to any officer or employee of VHFA during the term of this contract.

(END OF CUSTOMARY PROVISIONS)