



**REQUEST FOR PROPOSAL
FOR TECHNOLOGY SOLUTION FOR
THE KANSAS HOMEOWNER
ASSISTANCE FUNDS PROGRAM**

**Kansas Housing Resources
Corporation**

DATE POSTED:

Monday, October 11, 2021

RESPONSE DEADLINE:

Electronic copy to KHRC no later than 4:30 p.m.
on Monday, November 8, 2021

SUBMIT RESPONSES TO:

Laurie Fritz
Kansas Housing Resources
Corporation
611 S. Kansas, Suite 300
Topeka, KS 66603
khaf@kshousingcorp.org

SECTION I. INTRODUCTION

“Unlocking Home” since 2003, the mission of Kansas Housing Resources Corporation (“KHRC”) is to help our citizens access the quality affordable housing they need and the dignity they deserve. Codified at K.S.A. 74-8901 et. seq., KHRC is a public corporation and independent instrumentality of the State. KHRC serves as the housing finance agency for Kansas.

KHRC addresses housing issues and needs for the citizens of Kansas, by administering essential programs that allow communities and service organizations to help Kansans. KHRC’s “Core Values”, programs and services can be found at: www.kshousingcorp.org.

In response to the COVID-19 pandemic, KHRC is administering critical relief programs to support Kansans, including the Kansas Emergency Rental Assistance and supplemental funding to support our Emergency Solutions Grant and Community Services Block Grant efforts. Additionally, KHRC is now preparing to administer Homeowner Assistance Fund (“HAF”) for the State of Kansas.

The HAF program was established through the American Rescue Plan Act of 2021 (Public Law No: 117-2). The program aims to assist eligible homeowners, who have suffered a financial hardship due to the COVID-19 pandemic, avoid mortgage delinquencies and defaults, foreclosures, loss of utilities or home energy services, and home displacement. The U.S. Treasury Department allocated the State of Kansas just over \$56 million for the HAF program. The program is being overseen by the Kansas Office of Recovery, which contracted with KHRC to administer the HAF program for Kansas.

The purpose of this Request for Proposal (“RFP”) is to obtain Proposals from qualified individuals/entities (“Respondent(s)”) to provide services for the administration of the HAF program. Specifically, KHRC is requesting Proposals for a technology solution to support and manage the administration and disbursement of HAF funds to eligible applicants in an expedited timeframe. KHRC will engage the services of the Respondent(s) that it determines is/are the best qualified based upon the Evaluation Criteria set forth herein.

SECTION II. TERMS AND CONDITIONS GOVERNING THIS RFP

A. DEFINITIONS

1. Best Value Contracting

The award of a contract to one or more qualified Respondents that is based not solely on the lowest price, but rather on an analysis of multiple factors including but not limited to price, quality of work, capacity, experience, and references.

2. KHRC

Kansas Housing Resources Corporation.

3. Final Contract

The contract ultimately negotiated and entered into by and between KHRC and the successful Respondent pursuant to an award under this RFP.

4. HAF/HAF Program/HAF Funds

The program established through the American Rescue Plan Act of 2021 to assist eligible homeowners, who have suffered a financial hardship due to the COVID-19 pandemic, avoid homeownership delinquencies, defaults, foreclosures, and displacement.

5. MBE/WBE

An entity that is certified as a minority-owned business enterprise (MBE) or certified as a woman-owned business enterprise (WBE) by the State of Kansas or other certifying agency as deemed appropriate by KHRC.

6. Proposal

Proposal refers to the complete response, including any exhibits or attachments, submitted by a Respondent as a result of this RFP.

7. Respondent

Respondent refers to any individual or entity submitting a response to this RFP.

8. RFP

This Request for Proposal.

9. Scope of Work

Scope of Work refers to the instructions and requirements stated in this RFP or portions thereof and any additional, supplementary instructions that are developed, incorporated, or promulgated subsequent to the distribution of this RFP.

10. Code of Ethics

KHRC's Code of Ethics the contents of which may be located on KHRC's web site at <https://kshousingcorp.org/code-of-ethics/>.

11. State

The State of Kansas.

12. Will, Must and Shall:

The use of the terms "must", "will", and "shall" indicate mandatory items and instructions with which Respondents are required to comply.

B. ADVERTISING AND PUBLICITY

Respondents may not issue any news release or otherwise seek publicity regarding this RFP. No Respondent shall use the name or logo of KHRC or any adaptation, extension, or abbreviation of such name for advertising, trade display, or other commercial purposes except as specifically approved by KHRC in writing.

C. COSTS AND LIABILITY

This RFP does not commit or obligate KHRC to enter into any contractual agreement with any Respondent. KHRC will not reimburse for any expenses incurred in connect with this RFP. Each Respondent will be responsible for any costs incurred in preparation of its Proposal, including, but not limited to, preparing the initial response, and providing any additional information requested by KHRC. KHRC reserves the right to accept or reject any or all Proposals or offers made in response to this RFP. Please be advised that responses will be considered property of KHRC, are matters of public record, and may be subject to public disclosure by KHRC after the awarding of the contract.

D. RIGHTS OF KHRC

KHRC reserves and may exercise one or more of the following rights and options regarding this RFP:

1. Reject any and all Proposals;
2. Seek additional Proposals;
3. Request from one or more Respondents any additional information as determined necessary by KHRC;
4. Select one or more Respondents based on Best Value Contracting;
5. Enter into negotiations and subsequently enter into a Final Contract with the successful Respondent, or enter into multiple contracts with multiple Respondents;
6. Choose not to award any contract under this RFP;
7. Add to, delete, modify or enlarge this RFP, including but not limited to, revisions to any specifications and/or the Scope of Work, or any terms or conditions;
8. Modify the terms and conditions of any proposed or executed contract awarded pursuant to this RFP;
9. Cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP;
10. Conduct credit checks and investigations as to the qualifications of each Respondent at any time prior to the award of a contract; and/or,
11. Extend deadlines or otherwise modify the required schedule at its sole discretion.

E. OTHER LEGAL CONDITIONS

1. Contractual Arrangement

By virtue of its signed Proposal to this RFP, each Respondent agrees that, in the event it is selected to provide the technology solution for the HAF program for KHRC pursuant to this RFP, it will enter into good faith negotiations in pursuit of an acceptable Final Contract. KHRC, in its sole discretion, may incorporate any and all terms and conditions included in this RFP, the Proposal, and any additional provisions required by KHRC into the Final Contract. Any Respondent selected to proceed toward a Final Contract will be required to include in the Final Contract, contractual provisions that address issues of liability, indemnification, insurance, payment terms, and such other terms and conditions as are customary for agreements that address the subject matter of this RFP.

Each Respondent must conspicuously state in its Proposal its inability or unwillingness to accept any of the provisions, terms or conditions in this RFP, including any provisions set forth in any exhibits, and must include in its Proposal the reason(s) for any such exceptions. The Final Contract shall become effective on the date it is fully executed by KHRC and the successful Respondent. The Final Contract shall remain in full force and effect until completion of the Scope of Work and approval of the same by KHRC.

KHRC and the successful Respondent may, at any time after a selection is made under this RFP and before the Scope of Work is completed, agree to extend or expand the requirements for the subject project under the Final Contract to include additional services or duties, and/or to provide additional time to complete the Scope of Work, provided that all such amendments to the Final Contract must be agreed to in writing by both KHRC and Respondent.

2. Notice Regarding Distribution of Questions and Answers

For the purpose of transparency and in an effort to prevent any real or perceived unfair advantage, all questions or requests for additional information submitted to KHRC regarding this RFP and the corresponding answers will be published on KHRC's website or otherwise made available to all Respondents.

3. Interviews, Discussions and Negotiations

A Proposal, including any proposed personnel and any required proposal documents, may be subject to negotiation by KHRC at any time. KHRC may interview none, one, some, or all of the Respondents who submit a Proposal. Proposals may be evaluated, and the award of a Final Contract may be granted with or without discussions and/or negotiations with Respondents. KHRC reserves the right to request additional information from any or all Respondents at no cost to KHRC. Negotiations by KHRC will not be deemed a counteroffer or a rejection of any Proposal.

4. Waivers

KHRC may waive any requirements imposed in this RFP when failure to grant the waiver will result in an increased cost to KHRC, or when it is in the best interest of KHRC to grant the waiver. Any such waiver will be granted to the Respondent(s) which is awarded a Final Contract.

SECTION III. INSTRUCTIONS TO RESPONDENT

A. PROPOSAL SUBMISSIONS

1. Number of Copies and Media

Each Respondent must submit an electronic copy of its Proposal. The proposal should include a cover letter containing the Respondent's name and address, the contact information (i.e., address, email, and phone number) for the Respondent's primary contact for purposes of any questions KHRC may have of Respondent, and a summary of the Respondent's price proposal for performing the Scope of Work.

2. Delivery Instructions/KHRC Point of Contact

All questions and requests for additional information must be submitted in writing via email and should include a subject line of "HAF Technology Solution RFP Inquiry" to khaf@kshousingcorp.org.

3. Submission of Questions

Questions regarding this RFP should be directed to KHRC in writing by mail, facsimile or electronic mail to:

Laurie Fritz
Kansas Housing Resources Corporation
611 S. Kansas, Suite 300
Topeka, Kansas 66603
khaf@kshousingcorp.org

NOTICE: No verbal questions will be answered. All questions and inquiries must be in writing and submitted via one of the forms authorized above.

4. Deadline for Submission of Proposal

All Proposals are due and must be received by KHRC by **4:30 PM (Central)** on **Monday, November 8, 2021**. Proposals received after 4:30 PM (Central) on November 8, 2021, will not be accepted.

No Respondent may modify or correct its Proposal at any time after the Proposal Due Date, except in direct response to a request from KHRC for clarification.

B. EXTENSIONS OF PROPOSAL DEADLINES

In the event the due date for Proposal is extended or modified, the new date will be published on the KHRC website at <https://kshousingcorp.org/>.

C. ANTICIPATED TIMETABLE

RFP Release Date: **Monday, October 11, 2021**

Final date for submission of requests for additional information: **Wednesday, October 20, 2021**

Proposal Due Date: **Monday, November 8, 2021 by 4:30 PM (Central Time)**

Publication of KHRC selection: **Friday, November 19, 2021**

D. RFP REVISIONS

In the event KHRC deems it necessary or appropriate to revise or clarify the terms or provisions of this RFP, any such revisions or clarifications will be issued in the form of an addendum. Any such addendum issued by KHRC will also be posted on our web site at <https://kshousingcorp.org/>.

SECTION IV. PROPOSAL PREPARATION

A. MANDATORY PROPOSAL SECTIONS

Each Proposal shall include, at a minimum, the following mandatory, separate sections:

- **Executive Summary and Conclusions**
- **Proposed Plan for Completing Scope of Work**
- **Qualifications and Experience**
- **References**
- **Price Proposal and Proposed Project Schedule**
- **Proposal of Terms, Conditions and Other Requirements**

Respondents are invited to include additional information or sections in the Proposal which they feel would assist KHRC in the evaluation of the proposal.

B. PROPOSED SCOPE OF WORK

KHRC is seeking a Respondent to provide a single information technology solution to support and manage the disbursement of funds within the HAF program to all eligible applicants in an expedited timeframe. The information provided by the applicant needs to be gathered, organized, qualified, and processed to meet rapidly evolving program requirements.

The desired solution must consist of an outward-facing secure portal for homeowners to apply for HAF funds and an inward-facing secure system for KHRC staff and partner firms to process homeowner applications for distribution of HAF funds.

The desired Respondent should be familiar with the policies and processes of HAF and the American Rescue Plan Act and should have successfully supported similar government programs. At the time of this RFP, many details from the U.S. Treasury and State regarding the HAF program are yet to be defined and are rapidly evolving. The Respondent must be willing to incorporate enhancements to the solution as additional details of the program become available.

The desire is to implement an existing product that will be customized to Kansas's HAF program to facilitate processing of applications from intake to disbursement in a real-time and non-duplicative manner. Implementation will require close coordination with KHRC staff. The selected Respondent must provide software installation along with training. KHRC anticipates this project to commence immediately following execution of a contract and be implemented in an extremely expedited timeframe. Specifically, the solution should include the following:

1) External-Facing Applicant/Homeowner Portal

The external-facing applicant/homeowner will be a secure online portal that allows application intake. At a minimum, the desired characteristics of this portal include:

- Secure external-facing applicant/homeowner online application portal supporting latest versions of Firefox, Chrome, Edge, and Safari internet browsers
- Ability to customize the application portal using KHRC custom branding tools
- Responsive web design (including mobile interface for iPhone, Android phones, and tablets)
- User login with multi-factor authentication
- Ability to support 100,000 concurrent, active users entering applications
- Application prequalification tool
- Ability to detect and deter duplicate applications
- Step-by-step application intake
- Save-and-complete-later option for applicant
- Homeowner address validations
- Application forms' library
- Secure document upload options (standard document types and image formats)
- Application eligibility assessment (rule-based) based on predefined thresholds
- Ability for applicants to view status, alerts, and notifications
- Configurable help and FAQs
- Online signature capability (e-signature/digital signature in compliance with the laws of all 50 states)
- Application print option

- Messaging/communication functionality including ability to request documents ad-hoc from specific applicants
- Support for a multi-lingual interface in both English and Spanish and potentially other languages to be decided by KHRC at a later date

2) Internal-Facing Processing System

The internal-facing processing system will allow KHRC staff to validate, underwrite and process applications. At a minimum, the desired characteristics of the application processing should include:

- View application pipeline (complete and incomplete)
- Ability to check for duplicate applications
- Ability to assign staff to applications in both bulk and assign a specific application
- Ability to assign application processing to external caseworkers (i.e., mortgagees and/or housing counselors)
- Ability to restrict application processors to only view assigned applications
- Ability for managers and other identified personnel to view all applications
- Ability to validate, qualify, or disqualify applications and complete all underwriting steps, approval/denial, and appeal process as required in Treasury guidance and Treasury approved KHAF term sheets
- Ability to request additional information from specific applicants
- Ability to maintain comments/notes on applications
- Ability to create and send a pre-defined formatted common data file (CDF) or other file sharing methods with 3rd party systems
- Update application status and generate notifications to applicants
- Case management, processing, and underwriting workflows automation capabilities
- Payment processing, including batch and single payments
- Application print option
- Ability to report on all application information and status in real time, including weekly, monthly, and quarterly reporting in the format required by Treasury or KHRC
- Ad-hoc reporting (custom/built-in reporting and analytics)

The general characteristics of the desired system include:

- Data security features allowing selected homeowner information not visible to Mortgage holder and vice versa
- Data security features allowing all data in motion and at rest to be fully encrypted
- Data security features allowing for role-based function and datapoint level access control
- Full audit trail for applications identifying staff member making changes to the application

- Advanced application search capabilities
- Retention of all data and documents for five (5) calendar years after end of program
- A single instance (non-shared) environment that allows for maximum flexibility and timely alterations
- A system that can concurrently accommodate mortgage (HAF) and rental (ERA) programs
- An existing system that contains 75% to 80% of the required functionality (a demonstration supporting this claim may be requested)

Respondent must be prepared to go live within 30 days of the execution of the Final Contract, and Respondent must be able to run the program until September 2025. The Respondent shall warrant the product throughout the length of the program. During this warranty period, the Respondent shall, at no cost to KHRC, be responsible for timely correcting any defects causing any portion of the system to be inoperable or any defects resulting in inaccurate results produced by the system.

C. PROPOSAL DETAILS

Respondents, in responding to this RFP, must provide clear and complete responses to each of the following questions and information requests. Brevity and clarity of responses will be appreciated.

1. Location and Personnel. Provide the name, address, telephone number, fax number and email address of the Respondent. Identify a primary contact person regarding the Proposal and the proposed project manager for the engagement. Identify all individuals anticipated to be involved in the Scope of Work and the role each is expected to fill. Provide resumes for each individual so identified and/or a brief summary of each individual's qualifications to perform the work in question.
2. Organizational Overview and Documentation. Provide an overview of the Respondent's business entity, including legal structure, full legal name, and state of organization. Provide documentation on Respondent's business entity, including organizational documents, federal employer identification number and evidence of Respondent's good standing with the State. If Respondent is an MBE/WBE, provide copies of documentation establishing certification as an MBE/WBE. If Respondent is not a certified MBE/WBE, provide information regarding the percentage of the Respondent organization owned by women and/or minorities and also provide information regarding the percentage of persons employed by the Respondent organization that are women and/or minorities.

3. Affiliations and Subcontractors. Respondent must identify and fully explain all third-party agreements, joint venture arrangements, and/or relationships that will result in the provision of any services in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors. Respondent must provide documentation regarding the qualifications and experience of all subject third parties, as well as for each staff member proposed to be involved in performing the Scope of Work. In addition, Respondent must clearly delineate the duties and obligations being assumed by third parties in carrying out the Scope of Work. In identifying any such parties, Respondent must include each party's full legal name, state of organization (in the case of an entity), all contact information (e.g., address, phone/fax numbers, email address, primary point of contact, etc.), and must indicate whether the party is an MBE/WBE and provide copies of documentation establishing that certification as an MBE/WBE. Joint ventures are required to designate a single contracting entity with the authority to negotiate, execute and bind the joint venture to any potential future contract and act as the party responsible to KHRC.
4. Ownership Details. Each Proposal submitted under this RFP must disclose the name of the individual, entity and/or entities having an ownership interest in the Respondent. All entities identified in this disclosure must be reduced to their human being level irrespective of the number of entity layers which may be present for any disclosed entity. If a Respondent under this RFP is a publicly held corporation, the disclosure required under this section is limited to disclosure of the names of the members of the Respondent's board of directors, its key employees (including, but not limited to, its chief executive officer, chief financial officer and chief operating officer), and any shareholders owning or controlling ten percent (10%) or more of the corporation.
5. Scope of Work. Respondent must describe how it will fulfill all requirements and expectations set forth in the Scope of Work, including the processes and procedures it will use to accomplish all tasks required under this RFP. The responses should be as detailed as possible in addressing how all services will be provided, including but not limited to, providing a project timeline showing all major steps for launching the software and beginning to receive applications.
6. Security. Respondent shall provide a statement relative to the security of the product and its hosting facility along with service level agreements (SLAs), configuration, support, guaranteed uptimes, business continuity and emergency response process. Additionally, Respondent shall provide system maintenance/upkeep schedules including backup schedule, performance, and application availability.
7. Institutional Resources. Identify all resources being made available to KHRC by Respondent for the purposes of completing the Scope of Work.

8. KHRC Experience. Describe the Respondent's historical experience in working with or serving KHRC, including descriptions of work previously performed for KHRC.
9. Related Experience. Describe the Respondent's experience in working with other state or federal governmental entities to provide services similar in nature to the Scope of Work to be provided under this RFP. If Respondent has ever been removed from an account prior to the expiration of its contract (i.e., been fired), please explain.
10. References. Respondent must provide KHRC with a minimum of two (2) references from entities for which Respondent has performed similar work as detailed in this RFP. Please include as references any other State of Kansas agencies or departments that have engaged Respondent to perform services.
11. Litigation. Respondent shall describe any and all material lawsuits, demands, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine inquiries or investigations relating to Respondent, Respondent's affiliates or subcontractors, or any of their respective officers, directors or employees, including any proceedings to which Respondent, Respondent's affiliates or subcontractors, or any of their respective officers, directors or employees are a named party or have been the focus, that have occurred in the last three (3) years or that are currently threatened, including whether Respondent, Respondent's affiliates or subcontractors, or their respective officers, directors or employees have been censured by any regulatory body. Describe any such circumstances and advise whether these investigations or proceedings will affect Respondent's ability to complete the proposed transaction and perform the services in this RFP.
12. Conflicts of Interest. Describe whether Respondent foresees any potential conflicts of interest arising from providing the services detailed in this RFP. If so, describe how Respondent would address potential conflicts of interest.
13. Other Information. Detail and discuss any other information not specifically covered or requested by this RFP which Respondent believes is pertinent to KHRC consideration in selecting a Respondent to carry out the Scope of Work.

D. STRUCTURE OF PROPOSAL

Each Respondent is required to submit a complete Proposal and attest to the accuracy and completeness of its Proposal. In all respects, the Respondent must comply with the instructions, formats and stipulations of this RFP including proper submission, proper format, meeting deadlines, inclusion and presentation of pricing information, and the terms and conditions of the proposed Final Contract.

KHRC desires to consider each Proposal in a consistent and easily comparable format as established in this RFP. Proposal not organized as set forth in this RFP may, at KHRC's discretion, be considered unresponsive. Do not refer to other parts of your Proposal in lieu of answering a specific question. Do not provide references to filings or forms publicly available in lieu of providing specific information in the Proposal.

Each Proposal must include a letter ("Certification Letter") signed by an authorized representative of the Respondent certifying that:

1. The person executing the letter is authorized to execute the Proposal and any Final Contract, on behalf of the Respondent; and
2. The Proposal is a firm offer which will remain valid for a minimum period of thirty (30) days; and
3. All information in the Proposal is true and correct to the best of his or her knowledge; and
4. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to an KHRC employee or KHRC Director, or a relative of an KHRC employee or KHRC Director, in an attempt to influence any decision to award a Final Contract or to influence the decision to modify or negotiate any term contained in any such Final Contract; and
5. No elected or appointed official or employee of KHRC is financially interested, directly or indirectly, in the performance of the Scope of Work; and
6. Respondent will ensure they are free from conflicts of interests; and
7. Respondent will fully comply with KHRC's Code of Ethics.

KHRC may deem any Proposal failing to meet all of these requirements to be unresponsive, resulting in elimination of the Proposal from consideration.

E. EVALUATION CRITERIA

Each Proposal will be evaluated on a variety of factors, including, but not limited to, the following (in no particular order):

1. Experience and expertise of the Respondent;
2. Qualifications of the personnel assigned by Respondent to work on the project;
3. Relevant experience providing similar software and technology solutions to other state or federal governmental entities;
4. The location, extent and capabilities of the Respondent's offices and number of employees in the State;
5. Respondent's ability and willingness to carry out the full Scope of Work and demonstrated understanding of the Federal and State statutory and regulatory requirements associated with the HAF program;
6. Innovative ideas or suggestions reflected in the Respondent's Proposal;

7. KHRC's prior experience, if any, in working with the Respondent and any other factors KHRC believes would be in its best interest to consider;
8. Respondent's proposed fees and charges for performing the Scope of Work;
9. Respondent's ability to meet KHRC's desired timelines for the Scope of Work;
10. Respondent's inclusion of the participation of minorities and women, including Respondent's employees and/or any participation with one or more MBE/WBEs; and,
11. Overall level of professionalism displayed in the Respondent's Proposal.

F. PRICE PROPOSAL

Provide a price proposal that delineates the following costs:

1. Total fees Respondent intends to charge for completing the Scope of Work including a detailed breakdown of those fees, such as, if applicable, the fees for the product cost/licensing, initial setup, training and hosting charges, product support services, application payment processing fees, and/or any additional fees charged for using third party services to verify the applicant information;
2. Itemization of any expenses or other charges (including any reimbursable costs) which Respondent anticipates will be charged separate from the fees covered by 1 above along with a proposed cap on such additional charges.

Important Note Concerning Proposed Costs and Length of the HAF Program:

Pursuant to the guidance issued by the U.S. Treasury (April 14, 2021) regarding the HAF program, the administrative costs are limited to a percentage of the HAF funds, which has been interpreted to mean a percentage of the HAF funds actually provided to homeowners. In responding to this RFP, Respondents should be mindful of: 1) the size of Kansas's total allocation; and 2) that the actual amount of funds that will be provided to homeowners is unknown. Therefore, Respondents should consider submitting proposals that include a sum for initial set up and annual licensing and then charges based on actual homeowners served and actual funds provided to homeowners. Additionally, while the deadline to use funds is September 2025, requests for assistance must be connected to the COVID pandemic. KHRC assumes that as time progresses, less homeowners will be able to show that required COVID connection, and consequently, the work may be completed before September 2025.