

REQUEST FOR PROPOSAL 2013-05

LOAN SERVICING SOFTWARE

for

FLORIDA HOUSING FINANCE CORPORATION

Published: March 8, 2013
Responses Due: March 27, 2013

SECTION ONE INTRODUCTION

Florida Housing Finance Corporation (Florida Housing) is soliciting competitive, sealed responses from qualified software providers that have a fully developed and established software application and reporting solution for the management and loan servicing of mortgage loans in accordance with the terms and conditions set forth in this Request for Proposal (RFP), and any other term and condition in any contract subsequently awarded. Florida Housing intends that the Software Provider shall provide loan servicing software, technical training, staff training, system specifications, installation and configuration and ongoing support and maintenance. A Software Provider shall be selected and determined through Florida Housing's review of each response, considering the factors identified in this RFP and any other factors that it considers relevant to serving the best interests of Florida Housing and its mission. Florida Housing shall select one Software Provider that proposes to provide all software solution services specified in this RFP.

Emphasis in the selection process will be placed on the Software Providers that clearly demonstrate a wide breadth of experience working with state housing finance agencies that are participating in the Hardest Hit Fund Program or foreclosure prevention programs and are servicing said loans in-house. Such breadth of experience is meant to supplement that of Florida Housing's existing Loan Servicing staff so the goals of Florida Housing can be achieved efficiently and in an expedited manner.

SECTION TWO DEFINITIONS

For purposes of this document, the following terms shall be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee composed only of employees of Florida Housing that is established pursuant to Fla. Admin. Code, R. 67-49.007.
“Contract”	The document containing the terms and conditions of this Request for Proposal and any other term and condition that the parties agree to.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract that is awarded as a result of this Request for Proposal.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.

“Hardest Hit Fund Program”	Hardest Hit Funds (HHF) were awarded to Florida under the Emergency Economic Stabilization Act of 2008, and program funds are to be used to assist in foreclosure prevention efforts as directed by the US Treasury.
“Interested Party”	A person or entity that obtains a copy of this Request for Proposal from Florida Housing.
“Loan Servicing”	Administrative functions performed for loans from the date the loan is closed to the date the loan is satisfied which includes but is not limited to loan disbursements, repayments, charge offs, forgiveness, payoffs, escrows and reserves.
“Response”	The written submission by a Software Provider to this Request for Proposal.
“RFP”	This Request for Proposal, including all exhibits referenced in this document and all other documents incorporated by reference.
“Software Provider”	An entity which has the capability in all respects to provide an established software application and reporting solution for loan servicing as described in Section Four of this Request for Proposal and submits a response to this Request for Proposal.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFP. Failure to meet any requirement in the RFP designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
“Website”	The Florida Housing Finance Corporation website, the home address of which is www.floridahousing.org .

SECTION THREE PROCEDURES AND PROVISIONS

A. A Software Provider must submit an original and seven (7) copies of the Response in a sealed envelope marked “RFP 2013-05”. A copy of the entire Response must also be provided as an electronic version (either a CD or a flash drive). User and or technology manuals provided as part of Response must be provided in an electronic format. Emails will not be accepted for the electronic version. Each envelope or package containing Responses must clearly state the

name of the Software Provider. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response. Florida Housing must receive any Responses on or before 2:00 p.m., Eastern Time, on, Wednesday, March 27, 2013. Responses shall be opened at that time. Responses must be addressed to:

Sherry M. Green
Contracts Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329
(850) 488-4197; Fax (850) 414-6548
email: sherry.green@floridahousing.org

B. This RFP does not commit Florida Housing to award a Contract to any Software Provider or to pay any costs incurred in the preparation or mailing of a Response, or costs related to the Contract execution process.

C. All services under the Contract awarded are to be performed solely by the contractor, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing, which consent shall not be unreasonably withheld. Any subcontracting contemplated by the Software Provider shall be disclosed in the Software Provider’s Response to this RFP.

D. Florida Housing in its sole discretion reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFP;
3. Obtain information concerning any or all Software Providers from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Software Providers;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public’s best interest shall be served; and
6. Negotiate with the successful Software Provider with respect to the terms of the Contract, including the fees, prior to entering into the Contract. If Contract negotiations cannot be concluded successfully with any selected Software Provider within 60 Days, or such other extended date approved by the Board, in its sole discretion, Florida Housing may negotiate a Contract with the next ranked Software Provider.

E. Any Interested Party may submit any question regarding this RFP in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Wednesday, March 13, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Monday, March 18, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at: <http://www.floridahousing.org/Home/BusinessLegal/Solicitations/RequestForProposals.htm>. Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the specifications of this RFP must file a protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFP at any point prior to two (2) weeks of the due date for Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Software Providers who requested copies of the RFP. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

H. The terms of this RFP and any modifications thereto, shall be incorporated into any Contract offered as a result of this RFP. Failure of a successful Software Provider to accept these obligations in the final Contract may result in cancellation of the award at Florida Housing's sole discretion.

I. Prior to signing a Contract for the provision of services the Software Provider must provide a copy of the declaration page for fidelity bond coverage, proof of professional liability, worker's compensation and general liability insurance with limits of not less than one million dollars (\$1,000,000) which includes the following:

- Name of carrier and policy number;
- Effective date of insurance;
- Policy exclusions, if any;
- Current coverage amounts;
- Parties covered;
- Type of coverage.

J. Prior to signing a Contract for the provision of services the Software Provider must provide evidence of certification that the Software Provider is qualified to do business in the State of Florida (State).

SECTION FOUR SCOPE OF SERVICES

The Software Provider shall provide an established software application and reporting solution for loan servicing and render services as identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. The software and services shall be known as “loan servicing software” and shall include, but are not limited to, the following areas:

A. Complete, automated, supported and comprehensive software for loan servicing from the date the loan closed to the date the loan is satisfied. The software should be transactional and track history over real-time and provide all loan management functions critical to our business, which includes comprehensive reporting capabilities, audit trails and logs, aging, detailed life of loan histories, transaction reports, and management analysis tools.

B. Successful software solution implementation to include data conversion from existing system, installation, configuration and, if applicable, testing of the software and hardware on Florida Housing’s computer network. Data conversion to include conversion of historical loan servicing data. Florida Housing currently uses Counselor Direct and Microsoft Excel for loan servicing.

C. Training of Florida Housing’s staff to include end-user, intermediate and technical level training sufficient for Florida Housing to operate independently of the Software Provider must be included in the response.

1. Responding vendors must have sufficient resources to provide training for all software modules to include technical training for Florida Housing’s management and information technology staff.
2. Training must include a conceptual overview of all software modules and how they interact and interface with each other.
3. The cost of training must be clearly stated in detail in the RFP Response.

D. Ongoing technical support and software updates to provide for security patches, bug fixes, technological advances and product enhancements.

1. Each proposal must include a full description of the Software Provider’s standard maintenance and support agreements and annual costs to Florida Housing for these services and if applicable include all incremental percentage increases. These maintenance agreements must include the Software Provider’s change management and software development lifecycle methodology regarding periodic updates to the software.
2. Each proposal must fully document the Software Provider’s upgrade policy including any potential costs for upgrades outside the standard maintenance and

support agreement. The Software Provider must also specify if there are additional costs associated with not upgrading by a specific date and/or to a specific version.

3. When describing live telephone support, proposals must specify all conditions (include availability times and escalation processes) for its use by both end-user and technical staff.
4. For licensing and pricing purposes, Software Providers should assume a total of eight (8) simultaneous concurrent users or named user licenses. The total number includes personal computers and laptops.

E. The Software Provider must be thoroughly familiar with the software areas specified and have an installed base of state housing finance agency customers currently using the proposed products.

1. The Software Provider shall have the staff and technical resources to reliably specify, install, configure and support the proposed system.
2. The Software Provider will thoroughly document its experience working with state housing finance agencies participating in the Hardest Hit Fund Program or foreclosure prevention program and servicing the loans in house.

F. The Software Provider shall be responsible for specification, installation, configuration and testing of the software to the point of independent operation by Florida Housing's staff.

1. In addition, the Software Provider, as part of the proposal, shall provide support services necessary to insure successful, ongoing operation of the system including, but not limited to acceptance testing; maintenance support for bug fixes, software enhancements; and end user, intermediate user and technical staff training.
2. The Software Provider must also demonstrate the ability to support the system after installation is completed and accepted by Florida Housing. The support must take the form of on-going support to immediate resolution of staff problems. Furthermore, the on-going support must have the capability of using Internet-based Remote Desktop sharing for on-line problem solving and analysis.

G. Florida Housing's designated software administrator must have the ability to assign or remove user access as needed. Such circumstances include staffing changes and reassignment of duties.

H. Florida Housing requires the flexibility to add and/or remove software licenses as needed. Such circumstances include fluctuations in staffing levels.

I. The successful Software Provider will be required to prescribe and coordinate any prerequisite hardware and/or software purchases and/or upgrades with Florida Housing. This includes any support for installation and testing of the hardware and/or software system(s)/component(s) to the point of independent operations.

J. Florida Housing seeks a software solution that is either hosted and maintained by the Software Provider or installed at Florida Housing, where it will be hosted and maintained as recommended by the vendor.

K. The Software Provider will provide a Disaster Recovery Plan that details how they and, if applicable, contractors that host the hardware, software and database will ensure continued operations in the event of a natural or human-caused disaster.

L. If the Software Provider provides a hosted software solution they must provide documentation related to the hosted environment that details how they and, if applicable, contractors that host the hardware, software and database will ensure information systems security and availability.

M. Loan Servicing Software Solution Specifications

1. Each software module must provide for optimum integration to other modules, as well as to the Microsoft Office Suite, to reduce redundant data input and transcribing errors. The Software Provider should discuss these integration features for each software module proposed and how they interface with other modules. Illustrations would be helpful in this matter.
2. Each module shall have multiple levels of security access for users, including administrator and read only. Florida Housing's management and information technology staff shall be trained on how to set the security level for each user and the levels of access available in each module. Written documentation for this activity shall be provided to the appropriate staff during the training. Setup questionnaires outlining the security levels and providing space for management to designate which user can access which data shall be provided to Florida Housing prior to the installation of the system.
3. Each user shall have the option to select or change available local or network printers without exiting the software.
4. Each module should provide user-defined fields for storing data elements that are specific to Florida Housing. These unique data elements should be available via reports included in the reporting interface.
5. The software should be designed to operate in a multi-user environment. All licensed users should be able to look at the same record simultaneously, but only one should be able to "edit" it at a time. Several users should be able to change and add several records simultaneously in the same database.

6. The data stored in the Loan Servicing software solution is the sole property of Florida Housing. All data must be available to Florida Housing regardless of the support options, Florida Housing chooses to purchase. If the proposed software requires any type of activation, beyond the initial purchase, to activate or grant access to Florida Housing's loan servicing data, the respondent's score will be significantly lower.
7. Client and server software should be installed on a Microsoft Windows platform and support future Microsoft operating system platforms.
8. The software solution should rely upon a Microsoft SQL Server database.
9. The software solution should employ unique user access accounts that require complex passwords such that users' access to the system is restricted based on a predetermined management policy. Control of security and access levels within the software should be maintained by authorized management staff within Florida Housing. Ideally, the software will integrate with Microsoft Active Directory and support Active Directory authentication.
10. The processing of the system transactions should be immediate and in real-time. The software should not rely on scheduled batch routines.
11. The software should provide audit trails, logs and reports for tracking user activities such as user authentication and data access including read only, inserts, updates and deletes.
12. Software Provider should explain what types of documentation are available with the software. At least one complete set of User Manuals must be provided with the software. Software Provider should explain what on-line help screens are available and how they are accessed from within the software.
13. The ability to copy the production software solution for training and/or testing environments should be supported.
14. The software should allow an unlimited number of loans and transactions.
15. The software should provide expansive reporting options including preconfigured reports based on loan servicing best practices and dynamic reporting based on ad-hoc field selection.

SECTION FIVE CERTIFICATION

Do not reproduce the language of Section Five in the Response. By inclusion and execution of the statement provided in this Section each Software Provider certifies that:

A. The Software Provider submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed and such joint filing is made clear on the face of the Response shall be an exception so long as the Response is in all respects fair and without collusion or fraud.

B. Any material submitted in response to this RFP is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Software Provider is in compliance with Section 420.512(5), Fla. Stat., which provides:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term “service provider” means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider’s application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. [120.565](#).

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business Solicitation Communications” is defined by Section 420.503(32), Fla. Stat., which provides:

“Prohibited business solicitation communication” means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

E. The service provider is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in part:

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.

F. The service provider acknowledges that any service provider selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the service provider other than the compensation agreed upon in the Contract that results from this RFP, unless that service provider has written consent from Florida Housing’s Executive Director after Florida Housing has been fully informed of such activities in writing.

G. In addition to the conflict of interest rules imposed by the Florida Statutes, the service provider that is selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the service provider shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing’s Executive Director. If the service provider is found to be in non-compliance with this provision, without written consent from Florida Housing’s Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

H. Certification Statement

THE FOLLOWING SHALL BE REPEATED IN THE APPLICANT’S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE APPLICANT. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.

“I agree to abide by all conditions of RFP 2013-05 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Applicant and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP.”

Authorized Signature (Original)

Print Name and Title

SECTION SIX PROPOSAL GUIDELINES

Qualified vendors wishing to submit a written proposal must address the following items:

A. The intent of this RFP is to establish the minimum requirements and specifications for loan servicing software to be acquired by Florida Housing. The information herein is intended to provide respondents with sufficient information to enable them to prepare an acceptable response to this RFP.

B. Florida Housing intends to maximize the utilization of its existing data center and network computing environment.

C. Florida Housing recognizes that proposed software solutions may necessitate new hardware. The proposed configuration for hardware must be sufficient to operate the proposed software and include sufficient disk storage for a minimum of three (3) years from the “go-live” date.

D. Each proposal must include a full description of all software modules, features, and functionality.

E. Each proposal must include specification, installation, configuration, training, project management, all software modules required, and other one-time costs.

F. Each proposal must include all initial guarantees and warranties.

G. Each proposal must include all annual (reoccurring) costs such as software licenses fees, and software support and maintenance, product upgrade fees, etc. These fees must be detailed for a period of five (5) years from install date.

H. Florida Housing owns its loan servicing data. Florida Housing will significantly reduce the scoring for any software that locks out its users, for any reason, to include when a support contract is not renewed. If the software you are proposing requires a renewed activation code for continued use, you must specify in your response. This is not to include the initial software activation code that may be required during the initial installation and configuration of the software. If a maintenance or support contract must be purchased in order for Florida Housing to access the proposed software that must be specified in your response.

SECTION SEVEN PROPOSAL FORMAT & INFORMATION TO BE PROVIDED

All proposals should adhere to the following format. In your response restate each item and sub-item (with its letter and number) and limit your Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix. Any response submitted in a manner that makes evaluation unnecessarily time

consuming may be eliminated from further consideration. Elaborate proposals are not necessary. Quality, substance, brevity, clarity, and responsiveness to Florida Housing's needs are necessary.

A. GENERAL INFORMATION, AFFORDABLE HOUSING EXPERIENCE, RESOURCES AND QUALIFICATIONS

1. All proposals must include a letter of transmittal that includes the company name, address, telephone, fax, email and authorized contact person. An individual within the company who is authorized to contractually bind the Software Provider must sign the letter of transmittal.
2. Provide a brief non-technical overview of the Software Provider's business including a list of products and services offered. Include information reflecting how and why the products and services meet Florida Housing's needs.
3. Provide a history of the business and resumes of key staff.
 - i. Include the date the company was founded, major milestones and when and where the proposed software solution was first released and installed.
 - ii. Include resumes and contact information of owners and key staff involved in the software installation, training, technical and user support.
 - iii. Describe Software Provider's presence in Florida including any offices maintained in the State, the number of staff employed in the State and the number of staff to be assigned who are employed in the State.
 - iv. Describe features and factors that differentiate your software and service from other software and services in the marketplace.
 - v. Include number of employees your business has in each functional area.
 - vi. Include total number of customers and what percent of your clients are state and local housing finance authorities.
 - vii. If you intend to subcontract any part of the work provide the percentage of the total contract to be subcontracted and identify the subcontractor organization(s) which will be subject to approval by Florida Housing.
 - viii. Provide an overview statement describing your financial position and long-term business plan describing distribution of resources indicating percentages dedicated to software development and technical support.
4. Describe in detail each item of hardware proposed, the configuration proposed, operating characteristics, and any recommended and/or optional hardware.

5. Describe the specific products and services of the software modules to be provided by the Software Provider for loan servicing, including warranty information covering all software being proposed.
6. Provide source code or a source code affidavit stating where the source code is located and how it would be obtained by Florida Housing in the event the vendor ceases to do business must be provided.
7. Software Provider is required to explain the programming language in which the programs are written and any future plans to migrate to another programming language.
8. Implementation plan.
 - i. Describe in detail the software and/or hardware specification, installation, configuration and implementation plan.
 - ii. Describe responsibilities of Florida Housing and responsibilities of Software Provider.
 - iii. Describe technical and non-technical resources that need to be represented on the Florida Housing project team.
 - iv. Describe plan to coordinate any required hardware purchases and/or upgrades.
 - v. How long to implement the hardware and/or software solution after contract execution?
 - vi. What tools are provided with the software to support user customization?
 - vii. Describe company's philosophy/approach to software customization.
 - viii. Provide Service Provider organizational chart showing team members involved with implementation.
 - ix. Describe project management methodology and the development of the implementation plan and timeline.
 - x. Provide references for similar implementations and data conversions with other clients.
9. Describe in detail the training plan.
 - i. Describe end user and technical staff training approach.

- ii. Describe training/education options available to your customers for the proposed software.
- iii. Describe hardware and software configuration(s) necessary for training.
- iv. Describe the steps required to replicate and/or simulate the system which will be used during and in training.
- v. Describe your user training process for new implementations, customizations and enhancements.
- vi. Describe on-site training you provide.
- vii. How much training is hands-on?
- viii. Describe approach for ongoing training.
- ix. Provide all documentation pertinent to training.

10. Describe in detail the data conversion plan.

- i. Describe data conversion assistance you will provide during conversion from the current loan servicing system.
- ii. Describe the process recommended for converting existing data which is stored in Microsoft Excel.
- iii. Specify how the Software Provider will retain Florida Housing's "known identifiers" such as Program ID, County ID, HHF Program ID, and Loan #.
- iv. Do you provide sample data with which to conduct data conversion testing? Describe the data conversion testing process.
- v. What level of support do you provide for conversion from our current loan servicing system to the new one?
- vi. What is the recommended sequence of loans to be converted?
- vii. Describe the validation process and procedures for user acceptance of the converted data. Include required steps to finalize the data conversion and to transition to the new software solution.
- viii. Does your software solution and/or data conversion process require Florida Housing to run in parallel with our existing loan servicing system?

11. Provide a Disaster Recovery Plan which will be reviewed to ensure that, at minimum, the topics described below are addressed.

- i. Incident Response Staff
- ii. Procedures for notifying Florida Housing in the event of a disaster.
- iii. Operations and Management procedures to relocate business functions and staff to alternate locations and/or remote work sites. Ability to maintain supervisory, accounting, financial and human resource functions.
- iv. Information Technology procedures to maintain internal and external telecommunications. Procedures to ensure continued operability and security of hardware, software and data systems.
- v. The Disaster Recovery Plan should include a preparedness component that provides annual training for employees, and, if applicable, contractor employees and annual testing of recovery procedures.

12. If applicable, provide documentation relating to the hosted environment's information systems security and availability. The documentation will be reviewed to ensure that, at minimum, the procedures described below are addressed.

- i. Technical approach to information and system security and privacy for data entered into or pulled from the software solution.
- ii. Internal control procedures that prevent, detect, record and report privacy and security breaches.
- iii. Internal control procedures for system access, management and security, including user lock out procedures and triggering events.
- iv. Technical approach to hardware, software and database backups and maintenance including procedures that ensures the availability of the hosted software solution and loan servicing data Monday through Friday, 06:00 – 18:00.

13. Describe the security features included in the software including detailed descriptions of the security features described below.

- i. Software audit trails, logs and reports.
- ii. Supported user authentication methods and user account security options.

- iii. Security controls that limit availability to software screens, data elements, and the contents of data elements where appropriate.
14. Provide a complete list of current state and local housing finance authority clients and a minimum of three (3) such clients that are using your proposed system and who can be contacted for reference purposes. Reference information should include organization name, location, contact person, contact's title, contact's email and phone number, short description of what software was installed, when installed and if used to provide loan servicing for the HHF program.
15. Provide clear and unambiguous cost information for each element of the proposed system. There will not be any travel costs reimbursed under this contract. The costs proposed must be inclusive of travel costs.
- i. Software costs include but are not limited to the cost for each software module and annual support and maintenance fees.
 - ii. License fees include license fees for software, license fees for system operating system, database, development tool, third party license fees, software license fee (by module or function), terminal emulation license fees, etc.
 - iii. Conversion cost to convert 4 years of historical loan servicing data in order to retain the entire history of the HHF program.
 - iv. Training costs for technical and end user staff at Florida Housing.
 - v. Costs for services provided in the responses that are not detailed above such as project management and consulting fees. Provide a list of per diem rates for ancillary services such as analysts, project managers, and implementation specialists.
 - vi. List any optional software modules that are not included in the RFP separately, along with implementation, training and other expenses related to these applications.
16. Provide detailed timeframes for hardware purchase and/or upgrade, software installation, configuration, training, data conversion, user and technical training, and an estimated "go-live" date with key dependencies noted. Florida Housing is relying on each respondent's expertise to provide reasonable and practical timeframes for implementation.
17. Provide one copy of applicable annual technical support/maintenance contract(s).

18. Describe in detail the customer support services that are provided by your company. The information provided shall include but not be limited to the following:
- i. The name of an account representative who will work with Florida Housing throughout the duration of our contract.
 - ii. Is a hotline telephone service part of your support? During what hours is this service available? Is there an additional charge for this service? How are support calls prioritized? Include guaranteed response time for answering technical support calls.
 - a. If you charge extra for telephone support if the reported problem is a customer/user problem and not a software problem, specify and provide cost.
 - iii. Do you provide an internet site with FAQs (Frequently Asked Questions), user forum, release notes, software downloads, security patches, device drivers, etc.? If so, please describe.
 - iv. Is there a formal User Group for the proposed product? Are there user conferences or training events? Describe.
 - v. Do you offer consulting services to assist a business in defining, designing, and implementing custom enhancements to the loan servicing software solution? If so, describe and specify the costs for these services.
19. Describe reporting functionality including details based on the functionality described below.
- i. Any supported database reporting tools or supported compatibility with popular reporting tools that are supported on a Microsoft Windows platform.
 - ii. Any database dictionary that defines the contents and links for each record and field, and allow access to the database from other Windows applications.
 - iii. Explain DDE (Dynamic Data Exchange) and OLE (Object Linking and Embedding) if supported. Include supported Microsoft Windows programs for querying loan servicing data.
20. Describe your business' policy on modifications that might be requested by a customer after initial installation. Describe the impact such customer

modifications have on the loan servicing software solution's warranty and on future releases.

21. Clearly specify if software support and/or maintenance are included in the license fee for the software.
22. Describe your release schedule for maintenance, security and enhancement updates.
23. Provide your company's policy on keeping up with new versions of dependent products, such as the operating system and the database platform.
24. Describe how your customers influence contributes to the content of future software enhancements.
25. Describe the contents of your software maintenance/update releases for the previous twenty-four months and the date each was released.
26. If a product is discontinued or your company is sold, describe your guarantees for continued support of the loan servicing software solution.
27. Beyond the initial install, if your proposed software, or any module, require an updated product key or code to allow continued use of the product, specify and describe.

B. LEGAL ISSUES

1. Submit a list of i) pending criminal or civil suits, arbitrations or other legal actions or dispute against any entity or person comprising the Software Provider, if any, including investigation or disciplinary action by any state licensing board or professional society, any governmental agencies or oversight body, Internal Revenue Service or entity including, but not limited to, any pending or anticipated proceedings or rule or order relating to a violation or alleged violation by the Software Provider of any federal or state statute or regulation pertaining to the underwriting or sale of securities, the provision of investment advisory services or the issuance of securities, that could have an adverse material impact on the Software Provider's ability to successfully perform the financial advisory services, or any failure to complete a contract awarded to any Software Provider entity, and ii) sanctions and/or fines imposed, previous criminal or civil suits, arbitrations or other legal actions or disputes against any Software Provider entity or person for claims commenced or concluded in the past five (5) years, if any. For each item on the list, briefly state the name and address of the party making claim(s) against the Software Provider entity; the case or other identification number and the body hearing the action or dispute, if any; the general nature of the action or dispute; the amount in controversy; and the present status of the matter. Also, provide a list and description of any pending or anticipated

proceedings by private parties against the Software Provider (individually or in the aggregate) that the Software Provider has determined may have a material adverse impact on the current financial status or operations of the Software Provider entity.

2. Disclose any representation or relationship that may present a conflict of interest in providing Florida Housing with the services identified in Section Four of this RFP.

C. REPORTING REQUIREMENT

In the event that Florida Housing selects a software solution that is hosted by the Software Provider, the Software Provider must provide an attestation report, in accordance with the Statement on Standards for Attestation Engagements No. 16, Reporting on Controls at a Service Organization, as issued by the AICPA, or superseding guidance, addressing controls at the organization relevant to the organization's processing for Florida Housing. This report, at a minimum a SOC 1 Type 2 report, should be performed at least annually covering a period of 12 months. The report must cover, at a minimum, 6 months of the Florida Housing fiscal year (January through December) being audited. If a minimum of 6 months of the Florida Housing fiscal year is not covered by the report, a bridge letter for the period not covered must be provided. A copy of the report, and bridge letter when required, should be provided to Florida Housing's contracts administrator upon issuance but must be provided no later than the last day of the first quarter of each calendar year.

D. COMPENSATION

Provide a specific detailed proposal as to the Software Provider's requested total compensation, including any request for expense reimbursements.

FINAL FEES ARE SUBJECT TO NEGOTIATION.

E. DRUG-FREE WORKPLACE

If the Software Provider has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Software Provider must submit a valid affidavit to demonstrate its status.

F. MINORITY BUSINESS ENTERPRISE

If the Software Provider is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Software Provider must submit a valid affidavit to demonstrate its status.

G. Certification (**Threshold Item**):

FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION FIVE OF THIS RFP BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE

**SECTION EIGHT
EVALUATION PROCESS**

Individual Committee members shall evaluate and rank the Responses independently. As indicated in this section, points shall be assigned to certain items presented in Section Seven of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being “1”.The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Software Providers, observe presentations by Software Providers, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Software Provider. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Software Providers and any other information the Board deems relevant in its selection of Software Providers to whom to award a Contract.

Maximum Points

1 Strength and Expertise of Software Provider	35
2 Cost	10
3 Implementation Plan	10
4 Support Services and Service Level Agreement	25
5 Training Services	<u>20</u>

Total Points Available

100

**SECTION NINE
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFP on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.