

**STATE OF WYOMING
ATTORNEY GENERAL'S OFFICE
123 STATE CAPITOL
CHEYENNE, WY 82002**

**REQUEST FOR PROPOSAL
NO. AG-01**

**HOMEOWNER COUNSELING AND
FORECLOSURE PREVENTION SERVICES
FOR FY 2014
(Not to Exceed \$350,000)**

**OPENING DATE AND TIME
JULY 22, 2013 – 2:00 P.M.**

**WYOMING ATTORNEY GENERAL'S OFFICE
REPRESENTATIVE: Clyde Hutchins
TELEPHONE NO. 307-777-6397**

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REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSALS:

Sealed Proposals, (one (1) original and two (2) copies) will be received for providing Homeowner Counseling and Foreclosure Prevention Services for the State of Wyoming, Attorney General's Office, at 123 State Capitol, Cheyenne, Wyoming 82002 until 2:00 P.M., July 22, 2013 at which time they will be publicly opened.

NOTE: Packages not containing the required number of copies will be rejected.

- 1.1 Incomplete proposals will not be considered. Proposals **will not** be accepted by Fax or Email.
- 1.2 Proposals must be received in the Wyoming Attorney General's Office on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.

2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1 A proposal that is in the possession of the Wyoming Attorney General's Office may be altered by a letter bearing the signature or name of the authorized person, provided it is received **PRIOR** to the date and time of the opening. FAX, telephone or verbal alterations will not be accepted.
- 2.2 A proposal that is in the possession of the Wyoming Attorney General's Office may be withdrawn by the proposer up to the time of the opening.

3. PREPARATION OF PROPOSALS:

- 3.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2 In case of error in the prices in the proposal, unit prices will govern.
- 3.3 Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk.
- 3.4 Failure to respond (submission of proposal, or notice in writing that you are unable to offer but wish to remain on the active mailing list) to this Request for Proposal will be understood by the State to indicate a lack of interest.

4. AWARD AND CONTRACT INFORMATION:

- 4.1 The State of Wyoming hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 4.2 The proposer, also, agrees that should this firm be awarded a Contract that the firm will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin, or disability.
- 4.3 The proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 4.4 The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Wyoming Attorney General's Office will award this contract to the firm, determined by the Wyoming Attorney General's Office to be the most responsive and responsible offer, based on criteria specified herein.
- 4.5 This Request for Proposal shall become part of the Contract and will be in effect for the duration of the Contract period.
- 4.6 The successful proposer will be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The contract language will control over any language contained within this Request for Proposal that conflicts with the signed and fully executed Contract.
- 4.7 Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED THIS TWENTY FIRST DAY OF JUNE, 2013,

STATE OF WYOMING
ATTORNEY GENERAL'S OFFICE

GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR

1.1 The contractor shall function as an independent contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Wyoming Attorney General's Office (Agency), or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the contractor or the contractor's agents and/or employees as a result of this Contract.

2. INSURANCE:

2.1 All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, shall name the Agency and the State as an additional insured, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The contractor agrees it will carry the insurance which is applicable to this Request for Proposal. Contractor shall provide a copy of an endorsement providing this coverage.

3. LAWS TO BE OBSERVED:

3.1 The contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

4. TAXES:

4.1 The contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

5. ASSIGNMENT/CONTRACTOR:

- 5.1 The Contract shall not be assigned by the contractor. Third party participation is authorized only as a joint venture which must be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.
- 5.2 The contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- 5.3 The contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

6. TERMINATION OF CONTRACT:

- 6.1 The Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Agency may terminate the Contract immediately for cause if the contractor fails to perform in accordance with the terms and conditions of the Contract. In such event, all finished documents, data, models and reports prepared under the Contract shall, at the option of the State become its property upon payment for services rendered through the termination of the Contract. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2 Should the contractor fail to comply with the provisions of the Contract, payment for portions of the Contract will be withheld until such time as the Contract terms have been implemented. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General's Office will be implemented if it appears the contractor has breached or defaulted on the Contract.

7. ACCOUNT REPRESENTATIVE:

- 7.1 The successful proposer(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account will be administered in an organized systematic manner.

8. RESPONSIVENESS:

- 8.1 Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so will be at the proposer's risk.

9. COMPLIANCE WITH LAWS:

- 9.1 In performing the Contract, the contractor agrees to comply with all applicable state, federal, and local laws, rules and regulations.

10. AUDIT:

10.1 The State or any of its duly authorized representatives shall have access to any books, documents, papers, and records of contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

11. CONFLICT OF INTEREST:

11.1 The contractor warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. The contractor warrants that no one being paid pursuant to the Contract is engaged in any activities which would constitute a conflict of interest with respect to the purposes of the Contract.

12. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:

12.1 It is agreed that all finished or unfinished documents, data, or reports, prepared by contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, will be turned over to the State.

13. CONFIDENTIALITY OF INFORMATION:

13.1 All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the contractor in the performance of the Contract shall be kept confidential by the contractor unless written permission is granted by the State for its release.

14. SOVEREIGN IMMUNITY:

14.1 The State of Wyoming and the Agency do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

15. INDEMNIFICATION:

15.1 The contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of contractor's performance under the Contract.

SPECIAL PROVISIONS

PROPOSALS MUST BE DELIVERED TO THE WYOMING ATTORNEY GENERAL'S OFFICE, 123 STATE CAPITOL, CHEYENNE, WYOMING 82002, BY 2:00 P.M., JULY 22, 2013. NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE DATE AND TIME.

NOTE: Packages not containing the required number of copies will be rejected. There will be no exceptions.

1. GENERAL:

- 1.1 The State of Wyoming, Attorney General's Office (hereinafter "the Agency") has determined the need for foreclosure prevention and homeowner counseling services throughout the State of Wyoming.
- 1.2 The proposer agrees to provide foreclosure prevention and housing counseling services in accordance with the General Specifications listed below.

2. GENERAL SPECIFICATIONS:

2.1 Specifications Include the Following:

- 2.1.1 Outreach - Conduct marketing and outreach to inform Wyoming citizens of the availability of foreclosure prevention and homeowner counseling services.
 - 2.1.2 Homeowner Counseling - Provide counseling and practical assistance to Wyoming homeowners who have missed one or more mortgage payments or are at risk of missing mortgage payments. Counseling and assistance should focus on financial education and training, including budget management.
 - 2.1.3 Foreclosure Prevention and Mitigation - Assist Wyoming homeowners in the foreclosure process with workout strategies and related support, including assistance with forbearance, loan modifications, short sales and principal reduction. Assistance should be continuously provided to Wyoming homeowners from engagement with the service through resolution.
 - 2.1.4 Coordination - Coordinate and interact with the Agency, lenders and servicers in providing services to Wyoming homeowners.
- 2.2 The proposer agrees to provide the services specified by the Agency in section 2.1 above.

- 2.3 The contract shall be in effect for an eleven month period from August 1, 2013, or as soon thereafter as the contract may be finalized to June 30, 2014.
- 2.4 Proposers must provide written responses to the following topics:
 - 2.4.1 Describe your firm's experience within the State of Wyoming, if any.
 - 2.4.2 Explain how your firm would fulfill the Outreach duties as specified in Special Provisions - General Specifications - Section 2.1.1.
 - 2.4.3 Explain how your firm would fulfill the Homeowner Counseling duties as specified in Special Provisions - General Specifications - Section 2.1.2.
 - 2.4.4 Explain how your firm would fulfill the Foreclosure Prevention and Mitigation duties as specified in Special Provisions - General Specifications - Section 2.1.3.
 - 2.4.5 Explain how your firm would fulfill the Coordination duties as specified in Special Provisions - General Specifications - Section 2.1.4.
 - 2.4.6 Describe your firm's experience in providing services similar to those described in Special Provisions - General Specifications - Section 2.1.
 - 2.4.7 Generally describe the qualifications of the personnel that would be assigned to providing the services described in Special Provisions - General Specifications - Section 2.1.
 - 2.4.8 Describe how many personnel and how much of their time you anticipate would be devoted to providing the services described in Special Provisions - General Specifications - Section 2.1, as well as your firm's flexibility to adjust personnel as needed for demand.

3. PROPOSAL SUBMISSION:

- 3.1 Proposers must provide the total cost to provide the services in Section 2.1 for the duration of the term on the Proposer Price Sheet. Total cost shall not exceed \$350,000.
- 3.2 Proposers must provide written responses to each and every topic specified in Special Provisions - General Specifications- Section 2.4. Failure to comply with this requirement will be justifiable cause for rejection of the proposal(s).
- 3.3 Proposers must provide three (3) recent references of entities to include name, address, and telephone number. These references must be entities that the proposer currently or previously has provided services similar to those described in Section 2.1. The Agency will contact each reference and consider their responses in the Evaluation Criteria - Section 4 below.

4. EVALUATION CRITERIA:

4.1	CRITERIA	POSSIBLE POINTS
4.1.1	The cost of the provider's services	30
4.1.2	The proposer's written responses to the topics specified in Section 2.6.	40
4.1.3	Evaluation of three references.	10
4.1.4	The comprehensiveness and completeness of the proposal.	20
	TOTAL POSSIBLE POINTS	100

4.2 The State of Wyoming will be the sole judge with respect to evaluation of the proposals. The firm which best meets the conditions of each of the individual criterion will be awarded the highest (not necessarily maximum) points for each specific criterion. The balance of the proposers will be rated based on their evaluated points. The proposer with the highest total number of points will be awarded the contract.

5. CONTRACT NEGOTIATION:

5.1 The Agency shall notify the successful proposer and negotiate a contract. The successful proposer shall be expected to sign a contract.

6. QUESTION SUBMISSION:

6.1 Questions regarding this Request for Proposal must be emailed in Word Format by 1:00 p.m., Mountain Time on July 3, 2013 to:

Wyoming Attorney General's Office
RE: RFP No. AG-01
sue.petrie@wyo.gov

Please include the Request for Proposal number on all correspondence. All questions will be answered and mailed to all prospective proposers in the form of a written addendum.

PROPOSER PRICE SHEET

1) TOTAL COST OF PROPOSAL (Assuming that it is for an eleven month period from August 1, 2013 through June 30, 2014): \$ _____

2) MONTHLY COST OF PROPOSAL: \$ _____

VERIFICATION SHEET

The undersigned agrees to provide foreclosure prevention and homeowner counseling services throughout the State of Wyoming for the State of Wyoming, Attorney General's Office in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposer Price Sheet for proposal no. AG-01.

1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the proposer to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Proposer will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

2. GENERAL INFORMATION:

Proposer Name _____ Phone () _____

FAX () _____

Mailing Address _____

Email Address _____

City _____ State _____ Zip _____

Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure:

_____ Sole Proprietorship _____ General Partnership

_____ Corporation _____ Limited Partnership

_____ Limited Liability _____ Other _____

If Proposer is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____

Zip _____

Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the Proposer:

NAME (printed or typed)

TITLE

VERIFICATION

I certify under penalty of false swearing, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Signature)

(Name and Title)

(Date)

(Place of Execution)