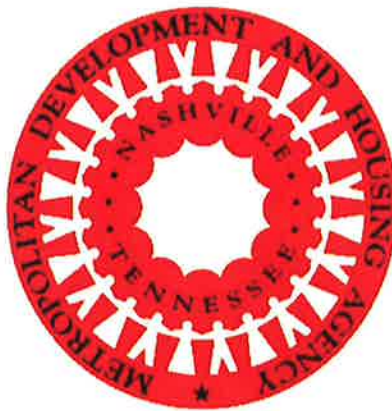


# **REQUEST FOR PROPOSALS**

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## **MORTGAGE LOAN SERVICING**

**June 26, 2020**



**Metropolitan Development and Housing Agency**



## Request for Proposals

The Metropolitan Development and Housing Agency (MDHA) is soliciting proposals from qualified mortgage loan servicing companies to service mortgage loans provided by MDHA to property owners that received assistance for property improvements through the Community Development Block Grant (CDBG) and/or the Home Investment Partnership (HOME) programs. Proposals are located on MDHA's Marketplace Site. Access URL: [https://ha.internationaleprocurement.com/requests.html?company\\_id=51162](https://ha.internationaleprocurement.com/requests.html?company_id=51162) "click here to view Procurement Opportunities!"

Request for Proposals will be available beginning June 26, 2020.

**A pre-proposal conference will be held "electronically only" via Webex on Friday, July 10, 2020 at 10:00 a.m. Central Time**

**All proposals will be accepted online thru MDHA Marketplace. All proposals must be received before 2:00 p.m. (CST) on August 7, 2020.**

To register for Marketplace contact Yolanda Flakes 615-252-6734 or Lynn Lassiter 615-252-8477.

The criteria for evaluating proposals will be based on the items set forth in the Request for Proposals. An award will be made to the most responsive and responsible proposal, which in the judgment of MDHA, best meets the current needs and long-term goals of MDHA. MDHA reserves the right to reject any proposal and/or waive any informality in the solicitation process. To request accommodation, please contact Conor O'Neil at (615) 252-8562.

## METROPOLITAN DEVELOPMENT AND HOUSING AGENCY

  
James E. Harbison, Executive Director

Date: June 26, 2020

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## 1.0 PURPOSE

Metropolitan Development and Housing Agency (MDHA) currently has a loan portfolio valued at approximately \$1,620,998 containing 58 loans being repaid by individual property owners that received assistance through the Community Development Block (CDBG) and/or the HOME Investment Partnership (HOME) programs. This Request for Proposal (RFP) is to invite interested and qualified companies to submit proposals to service the loans in MDHA's existing portfolio and future loans that may be added to the portfolio during the term of any Contract entered into between MDHA and Proposer to provide these services.

## 2.0 SCOPE OF WORK

MDHA's current loan portfolio consists of 58 loans, with monthly payments for principle and interest averaging \$278. All payments are received via ACH, Check or Money order. Nineteen percent (19%) of these loans require collection of and maintenance of escrow accounts. The successful Proposer shall service all existing and future MDHA portfolio loans and shall perform all duties and acts incidental to the servicing thereof which a reasonably prudent lender would perform with respect to its own loans, such as the collection of the monthly loan installment, the maintenance of accurate financial and accounting records, and the servicing of delinquent accounts. Without limiting the generality of the foregoing, the duties and obligations to be performed by the Servicer shall include the following:

1. **Initial Setup and Maintenance of Accounts** – When accounts are initially assigned by MDHA, the Servicer shall send borrower welcome letters providing them with payment coupons and instructions on acceptable ways of remitting payments, i.e., ACH, Check or Money Order. Servicer shall maintain separate accounting records by loan types to be provided by MDHA for all sums collected for principal, interest, taxes, insurance and other charges such as assessments. All amounts to be properly charged to the appropriate accounts and recorded monthly.
2. **Collections** - The Servicer shall endeavor to collect all payments of principal and interest when due, under the terms of the Promissory Note and Deed of Trust for each loan. The Servicer shall maintain adequate facilities for the collection of said loans.
3. **Remittances** - The Servicer shall remit monthly within 15 days of month closing, all collections for receipts of principal and interest payments from loans serviced. Each remittance shall be accompanied by a report showing the amounts collected by loan type on forms prescribed or approved by MDHA.

4. **Holding of Funds** – All funds collected under the Deeds of Trust shall be held in trust by the Servicer for the benefit of MDHA and to the extent required by the Deeds of Trust, for the benefit of the Mortgagee, until remitted to MDHA or applied or disposed of by the Servicer in accordance with the terms of the Deeds of Trust. Except to the extent that payments on loans being serviced by the Servicer for its own account may be deposited in the aforesaid clearing account, no funds relating to mortgages shall be commingled with the funds of the Servicer. All such bank accounts shall be maintained in financial institutions whose deposits are insured by the Federal Deposit Insurance Corporation. All funds shall be maintained in accordance with requirements for holding the same of the National Mortgage Licensing System (NLMS) and laws of the State of Tennessee. The Servicer shall furnish statements showing the status of each such bank account and the status of any account for loans with respect to principal and interest and accruals or deposits made under the Deeds of Trust at any time on special request of MDHA or periodically as the MDHA shall require.

5. **Escrow Accounts**

A. **First Mortgage** - When an MDHA loan is secured by a first mortgage, the Servicer may be required by MDHA to establish an escrow account, the monies from which account will be used by the Servicer to pay property taxes and assessments, hazard and flood insurance premiums and any other requirements as specified in the Deed of Trust.

B. **Subordinate Mortgages** - When an MDHA loan is secured by a second or subsequent mortgage, the Servicer shall make provisions to monitor any escrow account being administered by the Servicer of the first mortgage. This shall include an annual tax search and possession of an endorsement to the hazard insurance policy. In the event no escrow account exists, MDHA may require the mortgagor to establish an escrow account with the servicer to assure payment of property taxes, assessments, hazards insurance, etc. as required by the Deed of Trust.

C. **Disbursements from Escrow Account** - From the Mortgagor's accruals or deposits under the Promissory Note and Deed of Trust, the Servicer shall make payment for taxes, special assessments, hazard and flood insurance premiums, as well as payment for other items which are required to be paid out of such accruals or deposits under the terms of the Deed of Trust, promptly as each item becomes due and payable and shall certify the payment thereof annually to MDHA and the Mortgagor. Disbursements from escrow funds are subject to the Servicer having collected sufficient funds from the mortgagor to pay these items. ***If funds in any escrow account are insufficient, MDHA will determine what is to be paid from funds in the account and will make the determination on whether to advance funds to the Servicer to cover any deficiency.***

The Servicer shall also provide for an annual analysis of each escrow account to insure that monthly payments will be sufficient to meet the anticipated disbursements during the forthcoming year.

6. **Property Insurance** – At the direction of MDHA, the Servicer may be required to obtain insurance as required under the terms of the Deed of Trust and should have sources for obtaining said insurance upon request and approval by MDHA. Servicer will be responsible to ensure that insurance policies obtained in this manner are those that are commonly acceptable to prudent lending institutions.
7. **Records** – The Servicer shall maintain in its office adequate books, financial records and reports to show the status of principal and interest and all deposit or accrual items and all other transactions relating to the Deeds of Trust.
8. **Reports** - The Servicer shall notify MDHA promptly of any of the following which may come to its attention as a result of its inspection or otherwise:
  - A. Any sale or transfer of title of the mortgaged premises;
  - B. Any damage or lack of repair, or any deterioration or waste suffered or permitted with respect to the mortgaged premises;
  - C. Any abandonment of the mortgages premises; and
  - D. Any petition for Bankruptcy that is filed by Mortgagor(s).
9. **Servicing of Delinquent Accounts** – It is recognized that assisted owners may have economic difficulties affecting their ability to make timely payments. In the event of any delinquency in payment or default under the Deeds of Trust, the Servicer shall use its best efforts to have the delinquency or default cured using the following guidelines:
  - A. A loan installment shall be considered overdue when no payment has been received by the 16th day of the month.
  - B. If no payment has been received by the 16th day of the month, a late charge will be assessed as provided for in the promissory note. Any late charge shall be retained by the Servicer to cover the added expense of servicing delinquent accounts.
  - C. Schedule of Notices:
    - i) First Notice: 16th day from due date
    - ii) Personal contact: 45th day from due date

- iii) Second Notice: 60th day from due date
- iv) Third Notice: 90<sup>th</sup> day from due date

D. A mortgage shall default when it is three months delinquent and ninety days have elapsed since collection of the last installment. At this point; if no solution can be affected by the Servicer to enable the Mortgagor to liquidate this outstanding debt; responsibility for collection of this debt will become the responsibility of MDHA and Servicer shall not accept any future payment on this account unless so instructed by MDHA. The file will be returned from the Servicer to MDHA along with copies of records relating to the delinquent account.

- 10. **Servicer Actions to Bring Delinquent Accounts Current** – The Servicer may develop a Forbearance Contract with the Mortgagor on any account not yet 120 days past due or as advised by MDHA. A copy of any Forbearance Contract must be immediately sent to MDHA for recording purposes.
- 11. **Foreclosure** - Servicer will, upon the request and under the direction of MDHA, assist in the foreclosure or other acquisition of the property.
- 12. **Facilitating the transfer of Loan Portfolio from current servicer** – All of the loans in MDHA's portfolio is currently being serviced by a licensed Mortgage Loan Servicer. The new Servicer, if applicable, will be required to work with MDHA staff and the existing Servicer to facilitate transfer of the portfolio.
- 13. **Facilitating transfer of Loan Portfolio to new servicer** – Servicer will be required to work with MDHA staff and a new Servicer, if applicable, to facilitate transfer of the portfolio at the end of any contract resulting from a response to this RFP.

## **2.3 Method of Compensation**

Servicer shall bill MDHA monthly for services provided in conjunction with any Contract that results from this RFP. The monthly billing shall accompany the remittances required in section 2.03 of this RFP. MDHA will process payment within 30 days of receipt.

## **2.4 Threshold Criteria**

For a Proposal to be eligible for evaluation, it must meet the criteria listed below. If any of the criteria are not met, the Proposal will be considered non-responsive.

- 1. Provide an active Tennessee Mortgage License in accordance with the requirements of the National Mortgage Licensing System (NMLS) and any

other licenses required to do business in Metropolitan Nashville-Davidson County. Company shall be required to maintain at its expense active licenses during the term of any contract resulting from a response to this RFP.

2. Provide evidence of insurance to include a Fidelity Bond with a minimum amount of \$200,000. Errors and Omissions and Workers Compensation Insurance Coverage any employees that will be involved in the performance of any contract resulting from this RFP. If awarded a contract, Company shall provide insurance certificate naming MDHA as additional insured and as loss payee under the Fidelity Bond and Errors and Omissions Policies. Company will be required to maintain at its expense all required insurance during the term of any contract resulting from a response to this RFP.
3. The Company must not be excluded from receiving Federal contracts.

## **2.5 Professional Services Required**

The Company selected to provide services in conjunction with this RFP will be required to enter into a Contract with MDHA, which will include the scope of work, terms and conditions for performance and reporting requirements. The term of the initial Contract shall be twelve (12) months. MDHA may renew the Contract for up to 4 additional 12-month terms based on a continued need for the services and satisfactory performance.

The Company shall:

1. Represent that it has or will secure at its expense, all personnel required in performing the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with MDHA.

All services required hereunder will be performed by the Company or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform services.

2. Maintain books, records, documents and other evidence directly pertinent to performance of services under this RFP in accordance state and federal laws governing loan servicing.
3. Allow MDHA, HUD, and the Comptroller General of the United States, or any of their authorized representatives, access to any records pertinent to the performance of services under this RFP at any time during normal business hours for the purpose of auditing and examining the same.



### **3.0 SUBMISSION REQUIREMENTS**

**3.1 Proposals will be accepted online thru MDHA Marketplace. All proposals must be received before 2:00 p.m. (CST) on August 7, 2020.**

#### **3.2 Proposal Format**

The Proposal shall be arranged in the following format and sequence.

1. Letter of interest
2. Statement of Qualifications
3. Statement of Work
4. Fee for Services
5. Attachments A-G.

#### **3.3 Cost Incurred In Responding**

1. All costs directly or indirectly related to preparation of a response to this RFP or any oral presentation required to supplement and/or clarify the submittal that may be required by MDHA shall be the sole responsibility of, and shall be borne by, the proposing Company.
2. Each Company, by submitting its proposal, waives any claim for liability against MDHA as to loss, injury, and costs or expenses, which may be incurred as a consequence of its response to this document.
3. All documents that are prepared by a Company in response to this RFP shall, upon submittal, become property of MDHA and are submit to public inspection.

#### **3.4 Inquiries**

1. Questions submitted in writing on the Company's letterhead and properly signed will be accepted by fax at the number listed below until **2:00 p.m., Central Time, on Wednesday, July 15, 2020. Questions received and responses will be posted on Marketplace as an Addendum.**

Direct all questions to: Brent Grubb, Acting Director of Construction  
615-252-6733

2. A pre-proposal conference will be held “electronically only” via Webex on **Friday, July 10, 2020**, at 10:00 a.m., Central Time.

### **3.5 Submission Deadline**

**All proposals will be accepted online thru MDHA Marketplace. All proposals must be received before 2:00 p.m. (CST) on **August 7, 2020**.**

Bid openings will be conducted as follows:

- a. Bid openings will be held via teleconference or video conference
- b. Results will be posted to MDHA's webpage and MDHA Marketplace

Late or incomplete proposals will not be accepted. The company is responsible for actual submitting proposals via MDHA Marketplace as specified herein.

### **3.6 Addendums**

In the event it becomes necessary to revise any part of this RFP, an addendum will be provided. Addendums will be emailed, faxed, or sent by regular mail to anyone recorded as having received a copy of the RFP. Any addendums issued by MDHA shall become a part of this RFP and should be considered by organizations in preparing their proposals. Deadlines for submission of the RFP may be adjusted to allow for revisions.

### **3.7 Withdrawals**

Any proposal may be withdrawn prior to award.

### **3.8 Reservations**

1. MDHA reserves the right:
  - A. To waive informalities required herein;
  - B. To request additional information;
  - C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
  - D. To conduct all investigation and background checks necessary for adequate evaluation.
2. MDHA reserves the right to reject any and all submittals and to re-solicit.

3. MDHA does not guarantee that a Contract will be executed as a result of this RFP.

#### **4.0 EVALUATION CRITERIA**

Proposals will be evaluated using the factors and assigned values listed in this Section **B-D**. Proposals may be ranked without interviews; hence, applicants are encouraged to submit their Proposals as comprehensively as possible in the space provided. Applicants may be invited for interviews to present their Proposals in more detail and to answer any questions the evaluation panel may have.

##### **A. Letter of Interest - Containing Threshold Licensing and Insurance Requirements**

The letter should identify Company's interest in responding to the RFP, the authorized negotiator, all members of the proposed team as well as relationships among them. Describe the Company and include Attachment A with additional information regarding the Company's background and licensing and insurance information required in conjunction with Section 2.4 1. and 2.

##### **B. Statement of Experience – Maximum 35 points**

Provide a narrative description of the Company and principals describing their experience in servicing other loan portfolios of similar size and capabilities to provide the services outlined in this RFP. Describe the project team and provide an organizational chart specific to the personnel assigned to accomplish the services described in this RFP. Illustrate the lines of authority and designate the individual(s) responsible for providing the services. Provide the following on each of the personnel that will be providing the services required in this RFP.

1. Résumés to include copies of individual personnel licensing information, as applicable;
2. Tasks that will be performed; and
3. Location(s) where records will be maintained.

##### **C. Statement of Work – Maximum 35 points**

Describe all tasks necessary to perform the Scope of Services and how the Company plans to perform these tasks. Specifically provide details on how you would work with the existing Servicer to facilitate a transfer of the loan portfolio and provide a timeline for doing the same.

#### **D. Fee for Services - Maximum 30 points**

Provide a monthly fee per account serviced for the 1<sup>st</sup> 12 months of the contract term. Any changes to the initial fee structure will be negotiated during contract renewal. This fee will be considered full compensation for the services provided in conjunction with this RFP.

#### **5.0 COMPLIANCE STATEMENT**

The Proposer shall state his/her compliance with all applicable rules and regulations of Federal, state, and local governing entities. The Proposer shall be knowledgeable of the laws of the State of Tennessee relative to sales tax on materials purchased and services provided for under this Contract. The Proposer must state his/her compliance with the terms of this Request for Proposals (see attachments).

#### **6.0 TERMS & CONDITIONS**

The following shall be essential terms and conditions of the Contract between MDHA and the selected Company:

##### **6.1 Term**

The term of the initial Contract shall be 12 months. MDHA may renew the Contract for up to 4 additional 12-month terms based on a continued need for the services and satisfactory performance. MDHA shall notify the selected Company of its intent regarding any extension within 60 days the Contract expiration date.

##### **6.2 Suspension and Termination**

MDHA shall have the right to suspend or terminate any Contract resulting from this RFP response if the Company materially fails to comply with any terms of the Contract, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, as may become applicable at any time;
2. Failure, for any reason, by the Company to fulfill in a timely and proper manner its obligations under any Contract resulting from this RFP response;
3. Improper use and accounting for funds collected under any Contract resulting from this RFP response; or
4. Failure to remit funds collected under any Contract resulting from this RFP response in a timely manner.

MDHA reserves the right to terminate any Contract resulting from this RFP response for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Company. Payment to the Company shall be made for work

Attachments

performed prior to receipt of the termination notice, together with the Company's cost for closing down its work, and the Company shall have no claim for loss of anticipated profits or any additional compensation.

### **6.3 Modification of Contract**

Such Contract may be modified only by written amendment executed by all parties.

### **6.4 Partnerships/Joint Ventures**

Such Contract shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Contract shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this.

### **6.5 Independent Contractor**

Nothing contained in such Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Company shall at all times remain an "independent contractor" with respect to the services to be performed under such Contract. MDHA shall be exempt from payment of all unemployment Compensation, FICA, retirement, life, and/or medical insurance and Worker's Compensation Insurance as the Company is an independent contractor.

### **6.6 Waiver**

No waiver of any provision of such Contract shall affect the right of MDHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

### **6.7 Gratuities and Kickbacks**

- 1. Gratuities.** It shall be a breach of ethical standards for any person to contract, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or a contract of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program

requirement of a contract or subcontract or to any solicitation or proposal therefore.

2. **Kickback.** It shall be a breach of ethical standards for any payment, gratuity, or contract of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **6.8 Hatch Act**

No funds provided, nor personnel employed in any contract resulting from a response to this RFP shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

## **6.9 Indemnification**

To the extent allowed by state law, the Company shall agree to indemnify and hold MDHA, its officers, agents and/or employees harmless from and defend MDHA against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the MDHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Contract to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Company and/or the company's servants, agents and/or employees.

## **6.10 Assignment-Consent Required**

The provisions of such Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Contract nor any of the rights and obligations of the Company hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Company from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Company hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Company.

## **6.11 Entire Contract**

Such Contract shall set forth the entire Contract between the parties for services provided in conjunction with this RFP and will supersede prior and contemporaneous communications and proposals, whether electronic, oral, or written between the parties.

## **6.12 Force Majeure**

No party to such Contract shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

## **7.0 LICENSING & BUSINESS REQUIREMENTS**

The Company is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential project manager to determine the applicability of any rule, regulation or other requirement.

## **8.0 EQUAL EMPLOYMENT OPPORTUNITY**

The Company shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender or physical handicap, and that it has not been convicted of violating Metropolitan Code of Laws, Section 2-1-112 through 2-1-114, within the immediate preceding six (6) month period.

The Company agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) of 1974 are still applicable.

## **9.0 CIVIL RIGHTS COMPLIANCE**

The Company will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, and the Violence Against Women Act of 2013.

The Metropolitan Development and Housing Agency prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the

Attachments

basis of non-merit reasons. To file a complaint of discrimination, write or call Brent Grubb, MDHA Contracting Officer, 712 South Sixth Street, Nashville, TN 37206, phone (615) 252-8494.



## ATTACHMENTS

- A. \_\_\_\_\_  
*COMPANY INFORMATION*
- B. \_\_\_\_\_  
*CLIENT REFERENCE*
- C. \_\_\_\_\_  
*FAIR EMPLOYMENT PRACTICE STATEMENT*
- D. \_\_\_\_\_  
*CONTINGENT FEES STATEMENT*
- E. \_\_\_\_\_  
*FORM OF NON-COLLUSIVE AFFIDAVIT*
- F. \_\_\_\_\_  
*CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE CONTRACT*
- G. \_\_\_\_\_  
*CERTIFICATIONS*

**ATTACHMENT A**  
**COMPANY INFORMATION**

<b>Name of Organization</b>	<hr/>
<b>Business Address</b>	<hr/>
	<hr/>
	<hr/>
<b>Phone Number(s)</b>	<hr/>
<b>E-Mail Address</b>	<hr/>
<b>Federal ID#</b>	<hr/>
<b>Duns#, if applicable</b>	<hr/>
<b>Number of Years in Business</b>	<hr/>
<b>Location of office that will service MDHA Loans</b>	<hr/>

**ATTACHMENT B**  
**CLIENT REFERENCES**

Provide information on companies for whom similar service has been provided.

**Customer Name, Address**

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---

**Nature of Service Provided**

**Contact person**

**Phone Number**

---

---

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**Customer Name, Address**

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---

**Nature of Service Provided**

**Contact person**

**Phone Number**

---

---

---

**Customer Name, Address**

---

---

**Nature of Service Provided**

**Contact person**

**Phone Number**

---

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**ATTACHMENT C**  
**FAIR EMPLOYMENT PRACTICE STATEMENT**  
**AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, or handicapping condition.

Any further Affiant sayeth not.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**  
**CONTINGENT FEES STATEMENT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

In accordance with the Metropolitan Development and Housing Agency's policy, it is a breach of ethical standards for a person to be retained, or to upon an Contract or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the \_\_\_\_\_, of \_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT E**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_,  
the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached  
Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded,  
conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a  
sham bid or to refrain from bidding and has not, in communications or conference, with  
any person, agreed to fix any overhead, profit or cost element of said bid price, or that of  
any other bidder, or to secure any advantage against the Metropolitan Development and  
Housing Agency or any person interested in the proposed contract; and that all  
statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are  
not to be tainted by any collusion, conspiracy, connivance, or unlawful Contract on the  
part of the Professional or any of its agents, representatives, owners, employees or  
parties in interest, including this affidavit.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## ATTACHMENT F

### CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE CONTRACT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## ATTACHMENT G

### CERTIFICATIONS

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, certifies that:

(1) No member, officer, or employee of the Metropolitan Development and Housing Agency; no member of the governing body of the locality in which the project is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, shall, during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

(2) The submitter principal members do not now have, and have not had, during the previous 12 months, any interest, direct or indirect, in MDHA or any of its members or officials, including a family relationship with any Agency member or official and employment by or service as a member or official of MDHA.

(3) The submitter shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapping conditions or national origin. The submitter shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, handicapping conditions or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

(4) The submitter shall not assign or transfer any interest in this contract without the written approval of the MDHA Board of Commissioners, which authorization would be communicated only over the signature of the Executive Director. If the contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining membership of such partnership.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.