



DENVER

HOUSING STABILITY

2022 REQUEST FOR PROPOSAL - HOST-34-2022 SERVICER FOR SINGLE FAMILY HOUSING PROGRAM

DEADLINE FOR SUBMISSION: 01/06/2023

Schedule of Events:

- RFP Issued – 11/28/22, at 10:00 AM MST
- Virtual Pre-Proposal Meeting –12/02/22, at 10:30 AM MST
- Deadline to Submit Questions – 12/14/22, at 5:00 PM MST
- Response to Written Questions/Addendum – 12/16/22, at 5:00 PM MST
- Proposal Due Date – 01/06/23, at 3:00 PM MST
- Evaluation Period – 01/09/23- 01/20/23 (Tentative)
- Anticipated Award Date –01/30/2023 (Tentative)

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I. Background and Vision

A. HOST General Background

1. BACKGROUND/VISION

The City and County of Denver's (City) Department of Housing Stability (HOST) strives to create a healthy, housed, and connected Denver. HOST invests resources, creates policy, and partners with organizations to keep people in the homes they already live in, to quickly resolve an experience of homelessness, and to connect people to affordable housing opportunities.

2. FIVE-YEAR STRATEGIC PLAN

HOST's Five-Year Strategic Plan sets the direction for our work over the next five years, from 2022 to 2026. We encourage applicants to review the plan, and to explicitly address how your proposal contributes to achieving our strategic goals and targets.

Please see Five-Year Strategic Plan here:

[HOST 5-Year Strategic Plan](#)

3. RACIAL EQUITY

HOST, in alignment with the Mayor's Office of Social Equity and Innovation (OSEI), prioritizes racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected.

HOST leadership and staff have completed a racial representation audit of our department as well as an internal organizational racial equity self-assessment (ORESAs). HOST has created a brief write-up sharing the results of the internal ORESA survey. The write-up provides HOST's average scores on the ORESA survey disaggregated by race and level of employment. See results of survey here: [HOST ORESA Survey Results <http://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/host-internal-oresa-survey-results.pdf>]

HOST leadership fully acknowledges the department has more work to do in racial, cultural and linguistic representation and feel that work is best done by acknowledging where we currently stand. HOST is committed to working with OSEI to meet our goals and the Mayor's Equity Platform as we serve the community's most vulnerable and underrepresented residents

B. This RFP's Purpose

HOST is soliciting competitive responses from highly qualified, professional, and responsive firms to facilitate single family homeownership opportunities through loan servicing (Servicers) in accordance with the terms and conditions set forth in this Request for Proposals (RFP). The City may, at its sole discretion, select multiple loan Servicers as a result of this RFP and retain a qualified pool for potential inclusion in the future. The

City is seeking Servicers that will purchase, pool, sell, or hold and service mortgage loans. The City expects Servicing Agreement(s) as a result of this RFP will be for 5 years.

Participating lenders will originate mortgage loans and sell the loans to the Servicer. The Servicer will provide the City access to its retail and/or correspondent lenders or brokers and service the loans. It is anticipated that Applicants will respond primarily in either one or both of the following ways:

1. As a loan servicer primarily for its correspondent lenders and possibly for retail lenders or brokers.
2. As a loan servicer for its own retail operations

Regardless of the origination channel(s) used, servicers may deliver whole loans to the cash window, portfolio loans, or sell mortgage backed securities (MBS) in the capital markets.

In any capacity, the Servicer may provide its own registration system for lenders, may hedge its own pipeline, and may portfolio its own loans along with the servicing of loans. If the responding Servicer does not offer these services directly, please state so in your response and state which parties your firm has worked with to perform these functions. The City reserves the right to choose the provider(s) of any ancillary services that may work directly with the Servicer.

c. metroDPA BACKGROUND

In response to homeownership needs across and along the Rocky Mountain Front Range area (Front Range), the City has developed and innovated lending programs, established strategic partnerships, and incorporated successful marketing programs to deliver targeted homeownership assistance.

The City's main lending program is known as metroDPA and it serves households earning up to 150% of the area median income (AMI) who seek the dream of homeownership. The program offers a home loan that may be combined with program assistance to qualifying borrowers. Assistance is currently in the form of a 3-year forgivable second mortgage with a 0% interest rate. This second mortgage forgives 1/36th of the loan amount each month until maturity. There are no scheduled payments associated with this second mortgage, however if a borrower refinances or sells the home before maturity, they are responsible for repaying the unforgiven portion of the second mortgage. The form of the assistance is subject to change in the future. The metroDPA program operates throughout the Front Range in various participating jurisdictions in partnership with the City.

HOST has also implemented the metroDPA Social Equity program that serves individuals impacted by historical redlining within the City. It offers up to \$25,000 in assistance to borrowers that can provide documentation of residing within a redlined area of the City. HOST anticipates creating additional programs designed to aid designated borrower populations.

The City's financial advisor for housing serves as the Program Monitor. The Program Monitor monitors daily program mortgage rates, confirms appropriate flow of funds at MBS sale, and provides guidance to the City for the metroDPA program.

The City's To Be Announced (TBA) Administrator, Stifel Nicolaus & Co., Inc, serves in various capacities and may work with the City's selected Servicer(s) as Security Purchaser and/or Program Administrator. The metroDPA program currently is a multi-Servicer platform that allows for the Servicer to use the City's TBA Administrator to hedge the City's single-family mortgage pipeline, manage the reservation to closing process, market the metroDPA program, and buy and sell the program's MBS. If a Servicer would rather hedge the pipeline internally, the TBA Administrator would work in the capacity of Program Administrator to manage the reservation to closing process and market the metroDPA program. Please review the following website for more information regarding the City's current program: <http://www.metrodpa.org/>

The City currently partners with more than 100 participating lenders who originate loans for the metroDPA program. The originated loans must meet FHA, VA, USDA, HUD, Ginnie Mae, Fannie Mae and Freddie Mac secondary market guidelines to be financed into MBS. In addition, loans must also comply with the Servicer's and City's requirements.

The Servicer will provide the City access to its retail and/or correspondent lenders or brokers and will service the loans generated for the metroDPA program.

II. Requirements

A. Scope of Services

Selected Servicers will perform the following services pursuant to one or more agreements:

1. Lender Management

- i. Approve and execute contracts with eligible lenders to recognize them as participating lenders.
- ii. Render assistance to HOST and mortgage lenders regarding technical questions and problems that might arise.
- iii. Meet with and advise HOST on the feasibility of proposed new homeownership or rehabilitation products.

2. Loan Purchases and Process

- i. Accept and purchase loans underwritten with various automated underwriting systems and/or manually underwritten to Fannie Mae, Freddie Mac, FHA, USDA, and VA guidelines.
- ii. Compensate lenders and reimburse funds for the metroDPA grants and second liens.
- iii. Assume risk of loss on Mortgage Loans backing any mortgage-backed securities.

3. Loan Review, Purchase, Pooling, and Securitization/Sale/Hold

- i. Review loans to verify compliance with all requirements before purchase.
- ii. Work with the TBA Administrator/Program Administrator to smoothly deliver MBS, use the cash window or purchase loans directly as a portfolio lender.

- iii. Issue Ginnie Mae (GNMA) certificates (in the form of GNMA I or GNMA II securities) and pool and deliver loans to Fannie Mae and Freddie Mac in exchange for securities.
 - iv. Repurchase non-conforming loans for resale to the originating lender.
 - v. Sell newly originated whole loans via the Fannie Mae/Freddie Mac cash window or to the Servicer's portfolio.
- 4. Loan Servicing**
- i. Purchase loans on a daily basis and warehouse loans as needed until such loans are pooled and settled.
 - ii. Service loans that have been purchased, pooled, and sold along with any subordinate liens created through the program.
 - iii. Comply with Fannie Mae, Freddie Mac, FHA, USDA, and VA guidelines when servicing first mortgages.
 - iv. Consult with the City on requirements specific to origination, servicing, securitization pooling and any regulatory compliance updates or changes that would impact the origination, and subsequently the delivery, of loans in the metroDPA program.
 - v. Provide data and/or reports necessary for pooling and securitization, including demographic data on program loans supporting compliance reports for Internal Revenue Service, U.S. Treasury and lender performance reviews.
 - vi. Work with delinquent borrowers to consider and evaluate all necessary options to bring them current, reduce delinquencies and avoid foreclosure.

B. Technical Requirements

1. Diversity and Inclusiveness – Executive Order #101

Diversity and Inclusiveness in City Solicitations Information Request Form

The Respondent is required to complete the Diversity and Inclusiveness Form (link below) which must be submitted electronically. The information provided on this form will provide an opportunity for Respondents to describe their own diversity and inclusiveness practices. Respondents are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Respondent's current practices, if any. Using the link below, please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. Respondents that do not complete this form prior to the RFP submission will be rejected.

Link to the Diversity and Inclusiveness Form: <https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Diversity and Inclusiveness information provided to the City will be collated, analyzed, and made available in reports consistent with City Executive Order Number 101 ("XO 101"). However, no personally identifiable information provided by or obtained from Respondents will be in such reports.

Diversity: Diversity refers to the extent to which a Respondent has people from diverse backgrounds or communities working in its organization at all levels, is committed to

providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

Inclusiveness: Inclusiveness, for purposes of XO 101, includes the extent to which a Respondent invites values, perspectives, and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization's workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sectors.

2. Certificate of Insurance (COI)

Certificates of Insurance evidencing the following coverage are required of all City Contractors:

- Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of
 - \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.
 - If the contractor is a sole proprietor, a waiver may be filed with the City for Workers' Compensation requirements.
 - If the sole proprietor is an LLC or Corporation, an additional State waiver is required. Please review the waiver and all instructions here: (<https://cdle.colorado.gov/dwc>)
 - However, sole proprietors who are not LLCs or Corporations need only complete a form for the City to waive Workers' Compensation requirements. This form will be provided to all selected contractors that are sole proprietors during contract negotiations.

- Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. i. If the contractor is a sole proprietor, the contractor may elect to use his or her personal automobile liability coverage instead of obtaining a business-specific policy.
- Cyber Security Insurance: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- Upon discretion of the City, additional coverage or changes to the above coverage language may be required upon award if needed.

Note: Certificate of Insurance (C.O.I.) example is provided below. It is not necessary to submit C.O.I. with proposal. However, prior to finalizing a contract this will be required.

SAMPLE CERTIFICATE OF INSURANCE

<https://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/certificates-of-insurance-example.pdf>

3. Proof of Registration with SOS

All contractors must be registered with the Colorado Secretary of State and have an active Certificate of Good Standing prior to submitting an application. See (<https://www.sos.state.co.us/>) for more information.

4. Accounting and Audits

Organizations applying must provide the most recent audited or pro-forma financial statements. Organizations that DID expend \$750K or more in U.S. federal funds are required to provide a Single Audit Report in accordance with Uniform Guidance for federal awards (2 CFR Part 200, *et seq.*).

Organizations awarded will be required to provide accounting system and audit-related information based upon the amount of the HOST contract.

5. Required Contract Provisions

All contractors receiving an award will be required to execute one or more contracts with the City. A document containing certain City-required contract provisions is available below and as an attachment in Zengine, which Applicants can download and review. These particular provisions are subject to further modification at the sole discretion of the City. The City and the selected Servicer(s) shall negotiate the final terms and conditions of the contract(s) to provide the services contemplated in this RFP.

All Applicants are strongly advised to seek legal counsel to review the contract provisions. The City reserves the right to accept or reject in its sole discretion any proposed modifications to the sample contract provisions. The City reserves the right to modify any term or condition of the contract provisions, and to add, delete or modify terms and conditions as deemed necessary, prior to execution of a final contract.

Applicants will be presumed to have submitted their applications based upon all the information set forth in this RFP and in a manner fully cognizant of the requirements of the contract provisions. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract(s) with the selected Servicers. If the City is unable to reach an agreement as to final contract terms with any selected Servicer(s), the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other applicants. As the best interests of the City may appear in the City's sole judgment, the City reserves the right to reject any or all applications at any time during this selection process or terminate, cancel or modify this selection process.

Please View Sample Contract Provisions by Clicking on the Link:

<https://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/city-required-contractual-terms-host-metrodpa.pdf>

6. Conditions and Provisions

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to HOST on or before the time and date of the deadline shown on page one.

*This proposal MUST be submitted electronically through Zengine at

https://webportalapp.com/sp/metrodpaloan_rfp_application.

All participating Applicants, by their acknowledgement hereunder, shall agree to comply with all the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Applicant in this proposal shall constitute cause for rejection by the Executive Director of HOST. Exceptions or deviations to this proposal must not be added to the proposal pages but must be on Applicant's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Applicant shall secure written instructions from HOST at least forty-eight (48) hours prior to the time and date shown in page one. Typographical errors that alter material information, such as entering incorrect budgeting information, on your proposal may result in loss of award of this proposal. All Applicants are required to complete all information requested in this proposal. Failure to do so may

result in the disqualification of proposal. The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so. The Executive Director of HOST reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if the Executive Director of HOST deems it to be in the best interests of the City to do so.

The successful Applicant shall be in complete compliance with all the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Applicant to ensure such compliance. The City shall not be liable for any costs incurred by Applicant in the preparation of proposals or for any work performed in connection therein.

7. Gratuities and Kickbacks

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer 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 of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Applicant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

III. Instructions

A. Questions and Answers

The City shall not be bound by and the Applicant shall not request or rely upon any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted in writing by email to:

[E-Mail:HOSTProcurements@denvergov.org](mailto:HOSTProcurements@denvergov.org)

B. Pre-Proposal Meeting

A pre-proposal conference will be conducted at the date and time listed in the Schedule of Events, front page. This meeting will be conducted using the City's Zoom meeting platform. This will be the only meeting to discuss this proposal request.

Join Zoom Meeting

Topic: metroDPA Pre-Bid Meeting
Time: Dec 2, 2022 10:30 AM Mountain Time (US and Canada)

Join Zoom Meeting

<https://denvergov-org.zoom.us/j/87970474920?pwd=WGZYNGltL21KWWVOYzIxXbE1XQ2xlZz09>

Meeting ID: 879 7047 4920

Passcode: 654937

One tap mobile

+17209289299,,87970474920# US (Denver)

Dial by your location

+1 720 928 9299 US (Denver)

Meeting ID: 879 7047 4920

Find your local number: <https://denvergov-org.zoom.us/u/kwo7WM38o>

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Applicant will be provided to all Applicants. All communications regarding this proposal shall only be through the email listed above. No communication is to be directed to any other City personnel.

c. Zengine Instructions

Submission of proposals for this solicitation may only be done electronically through Zengine. Proposals must be submitted at:

https://webportalapp.com/sp/metrodpaloan_rfp_application. no later than the date and time indicated in the proposal Schedule of Events.

Applicants who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to **HOSTProcurements@denvergov.org**, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal. Your proposal shall consist of the following section IV responses and required uploads to be completed below.

d. Evaluation and Awards

Proposals will be scored and ranked based upon the information contained in the application itself and uploaded attachments. The criteria to be used for the proposal evaluation include but are not limited to:

- Applying Organization's capacity & experience
- Proposed services
- Response to the City's proposed questions
- Technical review of proposal requirements
- Financial Budget Information

- Response to the City’s proposed Sample Contract provisions in Contract Certification
- Other Requirements (as applicable)

*No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Applicants.

Before an application is awarded, an applicant may be invited to a meeting with HOST staff to discuss the proposed program or service, to review compliance requirements under applicable regulations and to determine the eligibility of proposed costs. The City may choose to award multiple awards or to reject all proposals. An invitation to a meeting does not constitute an award of the service contract.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. The sample contract provisions contain certain City-required terms and conditions. These terms and conditions shall form the basis of a contract covering the subject matter of this proposal. If there is contention(s) with the terms and conditions, a brief explanation and alternative language, if any, should be included in your response to Section IV H. 5 Contract Certification. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all proposed modifications. Performance outcomes of prior contracts with HOST may be considered in the overall rating of proposals submitted by applicants who currently have, or have previously had, contracts with HOST. Application evaluation and awards are also contingent upon applicants being current to the City on any loan, contractual, or tax obligation as due, or with any rule, regulation, or provision on existing or past City contracts.

E. Decisions and Acceptance Period

Based upon the information provided by the applicants, an evaluation team will evaluate proposals. The evaluations will be ranked, and recommendations for selection will be forwarded to HOST Senior Management. Applications that meet all the RFP’s general guidelines and requirements may not necessarily receive an award. HOST may recommend selecting a program or service for the full services proposed, not at all, or multiple programs from different applicants. The City reserves the right to postpone or cancel this request, if it deems it to be in the best interests of the City to do so. The City reserves the right to waive any technical or formal errors or omissions, and to reject any and all proposals, or to award contracts, either in part or in whole, if deemed to be in the best interests of the City.

Subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the award.

Successful applicants shall be in complete compliance with all the specifications, terms, and conditions of the proposal. The City shall not be liable for any costs incurred in the preparation of proposals or for any work performed in connection therein. Successful applicants may be invited to enter into contract negotiations and development of a final scope of services and budget. Contract negotiations may involve additional requirements,

such as environmental reviews. **Proposals submitted under this solicitation remain valid for up to 365 days after the close date, in the event that new sites, funding and resources become available for the same Statement of Work. Proposals received through this RFP process could be utilized and awards may be made at the discretion of the City.**

F. CORA

The City shall conform to the provisions of the Colorado Open Records Act (CORA) (C.R.S. §§ 24-72-201, *et seq.*). All proposals become a matter of public record and shall be regarded as “Public Records” under CORA. Inspection of the proposals shall be allowed ONLY after an award has been made and in compliance with CORA requirements.

IV. Application

A. Firm information

1. Indicate the primary contact person(s) for this proposed agreement. List the names and resumes of the personnel that will be assigned to help furnish the loan servicing for the City and demonstrate how the experience of the personnel will contribute to successful performance of Servicer duties and benefit the City. Include office locations and contact information for each person.
2. Provide the address(es) of the office(s) that will be used to service loans in the program.

B. Experience

1. Describe in detail your capacity to comply with all services mentioned in the Scope of Work section of this RFP.
2. Demonstrate all relevant experience servicing single-family programs similar to the work required in the Scope of Work section in this RFP.
3. Provide information related to your lending channels (retail, correspondent or TPO) and experience supporting a diverse lender population.
4. Describe the dollar volume and delinquency history of your servicing portfolio for the past five (5) years.
5. Provide your current Community Reinvestment Act (“CRA”) evaluation and rating.
6. What experience and capabilities does your organization have in assisting disadvantaged populations or advancing social equity?

c. Operations

1. How do you plan to add and remove lenders in the program? Please include a timeline for each process and describe how you will communicate with the City regarding these processes.
2. Describe steps you will take to ensure a fast and efficient process all around. How will these steps aid in decreasing time between loan review and purchase?
3. Describe in detail your loan audit policy and procedure after the purchase of Mortgage Loans.
4. Will you establish underwriting or other overlays while acting as Servicer for the City in addition to requirements set forth by Fannie Mae, Freddie Mac, FHA,

USDA, and VA guidelines? If so please describe all overlays in detail including credit score, DTI, etc.

5. What processes do you employ to identify and reduce delinquencies within the program?
6. What ancillary functions does your firm offer? Do you offer a registration system or internal hedging services, etc. (If not applicable please type “NA”)

D. Second Loan Servicing

1. The City intends to provide Down Payment Assistance (“DPA”) second mortgage loans through the metroDPA program. Second mortgages will be originated according to specific criteria in conjunction with the metroDPA program first mortgages and the funds are used by borrowers for down payment and/or closing costs. The Servicer will be required to purchase and service the second mortgages on behalf of the City along with the first lien mortgages. Please explain if you are able to service second mortgages with one payment coupon to the borrower for the first and second with no ongoing servicing fee and what type of reporting you can provide monthly on the performance of City’s second mortgage portfolio. Describe your experience with amortizing and deferred payment second mortgages. Provide examples of your experience servicing second mortgages.
2. The City may implement new loan products, at the sole discretion of the City, during the course of the agreement to assist borrowers and adapt to market conditions. These loan products may feature modified second loan terms and/or second loan assistance amounts. How will you collaborate with the City to design and execute new products?

E. Security and Information Technology

1. What technology will you utilize to successfully perform all necessary tasks associated with the role of Servicer for the City? Please describe any loan tracking software in the response.
2. Describe your capacity to share files and information electronically to report on pipeline status, turn times, demographic data, lender report cards, and program performance including delinquency reports in an acceptable electronic format.
3. Given that custody of confidential information is a necessary responsibility of the Servicer for the City, how will you safeguard this information? What other policies are in place to ensure overall cyber security including any cyber liability insurance?

F. Other

1. Please describe any other services not included in the Scope of Work that Applicant believes will enhance the City’s program. Detail specific examples of these additional services.
2. The City intends to operate the program with multiple servicers. How will this multiple servicer environment impact your ability to perform Servicer duties for the City?
3. Detail any unique characteristics of Applicant that Applicant believes may benefit the City.

G. Financial and Budget Information

1. Provide audited financial statements for the previous three years and include it as an appendix.
2. Please list all fees Applicant charges to lenders and borrowers for services provided including underwriting, processing, second mortgage funding, document upload, etc. Include fees for various types of non-performing loans and servicing release fee. State these fees as a percentage of the outstanding principal amount.
3. Include the Servicing Release fee you will pay, calculated as a percentage of the outstanding principal amount of each loan acquired by Applicant and payable upon acquisition of each loan. Please state your bid in the following format and include a proprietary Servicing Release Premium Grid if your firm has one.

Net Servicing Fee = Servicing Release Premium (%)

- GNMA .190% =
 - GNMA .315% =
 - GNMA .440% =
 - GNMA .565% =
 - GNMA .690% =
 - Fannie .25% =
 - Freddie .25% =
4. There have been certain arrangements between Housing Finance Authorities (HFAs) and servicers such that, in exchange for the HFA paying a portion or all of the upfront servicing release premium (SRP) to the originating lender, the servicer shares a portion of the monthly servicing revenue (or excess servicing fees) with the HFA over the life of the MBS. Please describe any such ongoing servicing revenue arrangement you would be willing to explore or enter into with the City and its inherent financial benefits or risks. If that is not a possibility, simply indicate as such.

H. Required Uploads

1. Diversity and Inclusiveness

Diversity & Inclusiveness Form: <https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6> Optional to upload here, if not submitting electronically.

Upload XO 101 Diversity & Inclusiveness Form (if not submitting electronically)

Choose File

2. SAM Certification

Upload a copy of SAM certificate here:

3. Audit/Financial Statements

Provide the most recent audited or pro-forma financial statements or provide your most recent annual and single audit if you expended more than \$750,000 in federal awards.

4. Secretary of State Good Standing Certification

Please upload Certificate of Good Standing here:

5. Contract Certification

Notice

Any proposed modifications to the language of the City’s sample contract provisions must be contained in the paragraphs below or on a redlined version of the sample contract provisions. Any Applicant modification that does not include specific language changes may be considered non-responsive by the City and Applicant waives any rights to negotiate the sample contract language at a later time. The final terms of any contract(s) for the services contemplated under this RFP shall be negotiated and executed after selection of the Servicer is completed.

The following terms of the contract are non-negotiable:

- Governing Law and Venue
- Defense and Indemnification
- Discrimination in Employment
- Examination of Records

Click on the following link to view the Sample Contract Provisions

<https://denvergov.org/files/assets/public/housing-stability/documents/rfp-files/city-required-contractual-terms-host-metrodpa.pdf>

Agreement

I, on behalf of the Applicant identified below, hereby certify that I have read a copy of the sample contract provisions attached to the RFP.

I agree*

I further hereby certify that it is the Applicant’s intent to agree to, and comply with each and every term and provision contained in the sample contract provisions and propose no modifications to the sample contract provisions except as follows:

1. Modifications to the sample contract provisions:

2. Modifications to the sample contract provisions:

3. Modifications to the sample contract provisions:

I understand that the language modification(s) stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract provisions. Applicant expressly agrees to all sample contract language where no modifications are proposed.

I agree Company Name *

Name *

Title *

Date *

6. Additional Certifications

- i. All Applicant personnel have read and will conduct themselves in a manner consistent with the City's Code of Conduct;
- ii. Applicant is an Equal Opportunity Employer and complies with all government regulations regarding nondiscriminatory employment practices;
- iii. Applicant is not facing disciplinary action by any local, state, or federal entity.

I. Optional Uploads

7. Community Support & Additional Materials

Optional Uploads: Please upload all letters, notes, marketing materials, etc. as one document for each of their respective sections.

Upload Community Support Letters
Choose File

Upload Additional Community Support Letters (If Desired)
Choose File

Upload Additional Community Support Letters (If Desired)
Choose File

Upload Additional Materials (If Desired)
Choose File

Upload Additional applicant notes and comments
Select a file

Upload Program Brochures, marketing materials etc.
Select a file

Upload Any additional information in support of your proposal
Select a file