

Request for Proposal ("RFP")

TO PROVIDE

**UNDERWRITING SERVICES RELATING TO ISSUANCE
OF MULTIFAMILY HOUSING BONDS**

2023-2024 Multifamily Housing Bond Program

ISSUED BY:

OKLAHOMA HOUSING FINANCE AGENCY

October 9, 2023

Proposals must be submitted no later than 4:30 p.m., CST

October 24, 2023

LATE PROPOSALS WILL BE REJECTED

TABLE OF CONTENTS

1.	GENERAL INFORMATION	
1.1	Introduction and Background	4
1.2	Service Provider Sought to Provide Multifamily Bond Underwriting Services	4
1.3	Procuring and Contracting Agency	4
1.4	OHFA Reservation of Rights	5
1.5	Clarification of Specifications and Requirements	5
1.6	Timetable	5
1.7	Contract Term	6
2.	PREPARING AND SUBMITTING A PROPOSAL	
2.1	General Instructions	6
2.2	Incurring Costs	6
2.3	Submitting the Proposal	6
2.4	Proposal Organization and Format	6
	2.4.1 General	6
	2.4.2 Cover Letter	7
	2.4.3 Table of Contents	7
	2.4.4 Responses	7
2.5	Oral Presentations	7
3.	PROPOSAL SELECTION AND AWARD PROCESS	
3.1	Review of Mandatory Requirements	7
3.2	Proposal Scoring	7
3.3	Award and Final Offers	8
3.4	Right to Reject Proposals and Negotiate Contract Terms	8
3.5	Evaluation Criteria	8
3.6	Notification of Award	8
4.	GENERAL PROPOSAL REQUIREMENTS	
4.1	Introduction and Background	8
4.2	Scope of Services	8
	4.2.1 Scope of Services as Senior Manager	9
4.3	Mandatory Requirements	10
	4.3.1 Firm Overview	10
	4.3.2 Multifamily MRB Experience 2020-2022	11
	4.3.3 Fees and Expenses	11
	4.3.4 Litigation, Investigations and Regulatory Proceedings	12
	4.3.5 Underwriter Counsel	12
	4.3.6 Professional Liability Insurance	13
	4.3.7 Compliance with Expense Guidelines and Code of Ethics	13
4.4	No Proprietary Considerations	13
5.	FEE PROPOSAL	
5.1	General Instructions on Preparing Fee Proposals	13

5.2	Submitting Fee Proposals	13
5.3	Proposal Obligation Period	14
5.4	Contingent Billing for each Development	14
6.	STANDARD CONTRACT	
6.1	Acceptance of Proposal's Content	14
6.2	Record keeping and Record Retention	14
6.3	Reimbursement for Travel Expenditures	14
6.4	No Discrimination	14
6.5	Confidentiality	15
6.6	Acts and Omissions	15
6.7	Hold Harmless	15
6.8	Termination of Agreement	15
	6.8.1 Failure to Comply with Approved Proposal	15
	6.8.2 Inconsistent Reports	15
	6.8.3 Improper Use of Funds	15
6.9	News Releases	15
6.10	Location of Relevant Documents	15
7.	APPENDICES	
I	Certificate of Independent Price Determination	17
II	Certificate of No Conflicting Relationships	18
III	Non-collusion Affidavit of Vendor	19
IV	Certification of Non-Debarment	20
V	Evaluation Criteria	21

1. GENERAL INFORMATION

1.1 Introduction and Background

Oklahoma Housing Finance Agency ("OHFA") selects service providers to assist in the process of structuring and executing securities transactions, of OHFA's mortgage revenue bond transactions, or Developments. The selection of said service providers must be made in accordance with the requirements of the Oklahoma Bond Oversight and Reform Act, 62 O.S., Section 695, et seq. (hereinafter referred to the "Act").

In contemplation of 2023-2024 Multifamily Housing Bond transactions or Developments (hereinafter OHFA's 2023-2024 Multifamily Housing Bond Program), OHFA is commencing selection procedures under the Act which will be applicable to Underwriters, Bond Counsel, Financial Advisor, and Corporate Trustee Bank.

Under the Act, OHFA may select service providers using either of two approaches. OHFA has decided to select providers based on a Single Program approach. Under this approach, service providers are selected to structure two or more Developments which are related under a single program. The term of service for service providers under this approach ends no later than 12 months after the date of sale of the first issue of securities under such program.

1.2 Service Provider Sought to Provide Multifamily Bond Underwriting Services

The purpose of this RFP is to obtain proposals from qualified service providers to contract with OHFA to serve as Managing Underwriter for transactions relating to OHFA's 2023-2024 Multifamily Housing Bond Program.

It is OHFA's intent to select a firm to provide the services listed in Section 4.2 of this RFP. The firm is referred to herein as the Managing Underwriter.

In connection with a private placement of bonds, OHFA reserves the right to (but is not required to) designate the Managing Underwriter as the Placement Agent to assist in negotiating the interest rates and other terms of the bonds being privately placed.

In connection with the public sale of bonds via competitive bid, the Managing Underwriter will be retained to assist in the structuring and execution of the bond issue.

The firm selected under this RFP to serve as Managing Underwriter for OHFA's 2023-2024 Multifamily Housing Bond Program may be requested to assist in the structuring and implementation of the Developments described in Section 4.2.

1.3 Procuring and Contracting Agency

OHFA is a state beneficiary public trust organized and existing under the laws of the State of Oklahoma (the "State"), including particularly Sections 176-180.3, inclusive, of Title 60, Oklahoma Statutes, as amended and that certain Trust Indenture dated May 1, 1975 (as amended and restated by the Second Amended Trust Indenture having the effective date of September 4, 1986, and amended and restated by the Third Amended Trust Indenture having the effective date of August 19, 2002), pursuant to which OHFA was established, the beneficial interest in which

was accepted by the Governor of the State.

1.4 OHFA Reservation of Rights

OHFA reserves the right to:

- (1) End the term of service for a service provider prior to the latest authorized termination date established under the Act;
- (2) Retain other service providers (through a separate RFP process, or otherwise as permitted by the Act) to assume responsibility for one or more Developments to be undertaken during the term of service of the service provider selected pursuant to this RFP if, in OHFA's opinion, such action is justified or made necessary by the facts and circumstances at the time;
- (3) Cancel this solicitation;
- (4) Reject any and all proposals;
- (5) Request an oral interview with, and/or additional information from, Respondent prior to final selection;
- (6) Select for contract negotiations those Respondent which, in its judgment, will best meet OHFA's needs; and
- (7) Negotiate a contract or agreement that, subject to the approval of the Deputy Treasurer for Debt Management, covers selected parts of a proposal, or a contract or agreement that may be interrupted for a period, or terminated, or be expanded depending on the financing strategy determined by OHFA.

1.5 Clarification of the Specifications and Requirements

If additional information is needed regarding OHFA, RFP specifications or the RFP process, written questions will be accepted by:

Steve Hagar, Procurement and Facilities Director
 Oklahoma Housing Finance Agency
 Email: Steve.Hagar@ohfa.org

Written questions must be submitted via email on or before 4:30 p.m. CST on October 16, 2023. Written responses to questions will be sent via email to all prospective service providers by October 17, 2023.

1.6 Timetable

REQUEST FOR PROPOSAL Issued		10/9/23
Deadline for Receipt of Written Questions	4:30 PM CST	10/16/23
Deadline for Receipt of Proposals	4:30 PM CST	10/24/23
OHFA Board of Trustees Meeting	10:00 AM CST	11/15/23

At the meeting on November 15, 2023, the Board of Trustees will receive recommendations from Staff and make its selection of Service Providers.

1.7 Contract Term

The contract shall be effective the date the RFP is formally accepted and approved by the OHFA Trustees and approved by the Deputy Treasurer for Debt Management and shall expire no later than 12 months after the bond closing date of the first Development under OHFA's 2023-2024 Multifamily Housing Bond Program.

2. PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of service providers, and the contract, will be based on the information submitted in the proposal plus references and any required oral presentations. All responses to this RFP should respond clearly to all questions and requirements. Failure to respond clearly and completely may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

2.2 Incurring Costs

OHFA is not liable for any cost incurred by Respondent in replying to this RFP.

2.3 Submitting the Proposal

The proposal package must be submitted electronically to:

Steve Hagar, Procurement and Facilities Director
Oklahoma Housing Finance Agency
Email: Steve.Hagar@ohfa.org

All proposals must be received by OHFA no later than **4:30 PM, CST October 24, 2023**. Proposals which are not received on time will not be accepted or considered.

2.4 Proposal Organization and Format

2.4.1 General

Respondent must submit one (1) original proposal electronically via email. Proposals must be **one (1) document** in PDF format with bookmarks for each heading listed in Section 2.4.3, below.

2.4.2 Cover Letter

The cover letter must identify the services contract applied for and the application date, and must be signed by the person designated as having responsibility for the service contract.

2.4.3 Table of Contents

Immediately following the cover letter, a table of contents is required which identifies the beginning page of each section of the proposal. The following sections must be included

in the Table of Contents:

- A. Firm Overview
- B. Multifamily MRB Experience, 2020-2022
- C. Fees and Expenses
- D. Litigation, Investigations and Regulatory Proceedings
- E. Professional Liability Insurance Coverage
- F. Compliance with Expense Guidelines and Code of Ethics

2.4.4 Responses

Respondents must respond, in sequence, to the requirements included in Section 4.3. **THE RESPONSE TO EACH QUESTION MUST BE LIMITED TO NO MORE THAN TWO PAGES, WITH THE APPLICABLE HEADING RESTATED AT THE TOP OF THE FIRST PAGE.** The submission of materials or information unrelated to these questions is discouraged. OHFA will not refer to information provided by Respondents in any prior proposals.

2.5 Oral Presentations

Respondents may be required to make oral presentations. These presentations (if held) will be held subsequent to the receipt of proposals to provide an opportunity for the Respondents to prepare responses to questions regarding their proposal. OHFA will schedule a time and location for each oral presentation. Failure to honor the request for oral presentations may result in the rejection of the proposal.

3. **PROPOSAL SELECTION AND AWARD PROCESS**

3.1 Review of Mandatory Requirements

Each proposal will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected.

3.2 Proposal Scoring

Each proposal submitted and accepted will be reviewed by Staff and scored against the stated criteria. Staff may review references and use the results thereof in scoring the proposals. The scoring will be tabulated and proposals will be ranked based on the numerical score received in order to make Staff recommendations to OHFA's Board of Trustees.

3.3 Award and Final Offers

Final selection of the successful Respondents will be at the discretion of the Trustees, subject to the limitations of the Act, including approval by the Deputy Treasurer for Debt Management as to fees and expenses.

3.4 Right to Reject Proposals and Negotiate Contract Terms

OHFA reserves the right to reject any and all proposals and to negotiate the terms of the agreement with selected Respondent(s) prior to entering into an agreement. If negotiations cannot be concluded successfully with the selected Respondents, OHFA may negotiate an agreement with the alternate Respondents designated by the Trustees. All fees and expense allowances of the

selected Respondents for each bond issue are subject to further approval by the Deputy Treasurer for Debt Management.

3.5 Evaluation Criteria

Evaluation criteria are contained on the scoring sheet located in Appendix V. The criteria contained on the sheet include the following:

Firm Overview
Multifamily MRB Experience, 2020-2022
Fees and Expenses

3.6 Notification of Award

Each Respondent will receive written notice identifying the firm or firms to which OHFA intends to award the contract, subject to approval by the Deputy Treasurer for Debt Management.

4. GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction and Background

This RFP provides the information necessary for Respondents to prepare and submit proposals to provide the services of Managing Underwriter necessary to assist in implementing OHFA's 2023-2024 Multifamily Housing Bond Program.

4.2 Scope of Services

This RFP applies only to those firms wishing to file an individual proposal to provide all of the specialized services listed below and such services shall relate to the financing and implementation of the anticipated Developments under the OHFA 2023-2024 Multifamily Housing Bond Program.

Any service provider selected for OHFA's 2023-2024 Multifamily Housing Bond Program will be expected to assist in the structuring and implementation of any of the following Developments:

- (1) Private activity bonds to finance rental Developments owned by private, for-profit entities;
- (2) 501(c)(3) bonds to finance rental Developments owned by public or private non-profit entities;
- (3) Essential governmental function bonds to finance rental Developments owned by units of state or local government or political subdivisions thereof;
- (4) Essential governmental function bonds or 501(c)(3) bonds to finance scattered site, single family dwellings rented by individuals who expect to acquire such dwellings under lease-to-own programs; and
- (5) Restructuring and/or refunding of outstanding OHFA multi-family MRBs.

The service provider(s) selected will be responsible for rendering the services contemplated herein for OHFA's 2023-2024 Multifamily Housing Bond Program and shall not be permitted to serve OHFA in any other capacity relating to OHFA's 2023-2024 Multifamily Housing Bond Program unless specifically authorized to do so by the OHFA Trustees. The Respondent selected shall have no involvement in development and implementation of any OHFA programs other than in the

capacity or capacities contemplated by this RFP.

The Managing Underwriter may decide, as deemed appropriate for financing efficiency, to work with an additional underwriter, or within a different structure. Often times the Applicant/Developer/Owner suggests these alternatives. The decision to accommodate these or other alternatives would be at the discretion of the Managing Underwriter and OHFA.

Under the contract arrangement, the Managing Underwriter will be expected to handle the proposed bond transactions referred to in this Section 4.2 during their term of service, which may extend for up to 12 months following the date of bond closing/issuance of the first Development under the 2023-2024 Multifamily Housing Bond Program.

4.2.1 Scope of Services

Negotiated Sale. The scope of services to be rendered to OHFA by the Managing Underwriter in connection with any Development providing for the issuance of bonds via negotiated public sale under the Program will include, but not necessarily be limited to, the following:

- (1) Assist in the development of the overall bond financing strategy relating to one or more proposed Developments.
- (2) Make recommendations regarding the structure, timing, method, and pricing of sale for each proposed Development.
- (3) Work with the OHFA bond financing team to refine the bond structure and credit enhancement mechanism for each Development.
- (4) Review and comment on the bond trust indenture, loan agreement regulatory agreement, disclosure documents and other legal documents associated with each Development.
- (5) Assist in obtaining any bond insurance commitment or other form of credit enhancement to secure the bonds to be issued for each Development.
- (6) Assume primary responsibility for all activities associated with the underwriting, sale and distribution of the bonds, to be issued for each Development.
- (7) Upon request of OHFA, prepare for each Development (i) cash flow analyses relating to the structuring of new issues for submission to the rating services or to the bond credit enhancer, and/or (ii) bond/mortgage yield calculations required by Bond Counsel. Note, these services may, at the discretion of OHFA, be provided for OHFA by its Financial Advisor or by another service provider.
- (8) Assist OHFA and its advisors in the development and implementation of the bond proceeds reinvestment strategy each issue of bonds under the 2023-2024 Multifamily Housing Bond Program.
- (9) Upon request, provide information regarding current or forecasted conditions in the municipal bond market and in the taxable fixed income securities markets.
- (10) Review and comment on the proposed bond proceeds reinvestment strategy.
- (11) Utilize the institutional and retail sales capacity of the firm to assist in implementing the marketing and distribution strategy for the bonds, particularly to enhance the in-state sale of the bonds.

Private Placement. If OHFA elects to issue any particular series of bonds via private placement, and if OHFA exercises its option to designate the Managing Underwriter as the Placement Agent for such Development, that Managing Underwriter will be expected to assist in negotiating the interest rates and other terms of the issue with the purchaser of the bonds for each Single Program.

4.3 Mandatory Requirements

The proposal requirements stated in this RFP are mandatory and are not simply desirable. Failure by a Respondent to respond to a specific requirement may be the basis for elimination from consideration during the competitive evaluation of proposals by OHFA.

The service provider selected may be required to provide evidence of financial capability sufficient for OHFA to be reasonably assured that the service provider has adequate working capital and other financial resources to provide the required services for the duration of the proposed term of service. Financial capability may be demonstrated by providing a set of certified financial statements prepared by an independent auditor (or an acceptable equivalent) and by obtaining and maintaining general liability insurance, worker's compensation coverage and other forms of insurance as may be necessary to protect the interests of the OHFA and the service provider.

Each selected service provider will be required to provide evidence of current compliance with any federal or state licensing requirements to act as independent Underwriter.

Each firm or entity submitting a response to this RFP (Respondent) must execute and submit the Certificates of Independent Price Determination (Appendix I), Certificate of No Conflicting Relationships (Appendix II), Non-collusion Affidavit of Vendor (Appendix III), and Certification of Non-Debarment (Appendix IV).

4.3.1 Firm Overview

Staffing. Include brief resumes of the senior and support staff of Respondent to be assigned to OHFA's account, which may be included as an appendix and does not have to adhere to the two page limit. Clearly state the degree of involvement of each such person in the development and/or execution of multifamily MRB transactions since January 1, 2020. Identify the primary point of contact including name, address, phone number, and email address.

Sales/Distribution Capability. Describe the in-State, regional and national distribution capabilities of Respondent both as to (i) retail sales, and (ii) institutional sales.

Capital Adequacy. State the dollar amount of Respondent's excess net capital as of the end of the most recent fiscal year for which audited financial statements are available. Provide a statement as to the willingness and ability (under applicable SEC/NASD/MSRB rules) of Respondent to commit its capital to underwrite, as Managing Underwriter, issues of OHFA bonds up to \$25 million. Alternatively, state the maximum OHFA issue size which Respondent is willing/able to underwrite, if such amount is less than \$25 million. List the five largest bond issues purchased via negotiated sale or competitive bid by Respondent as sole Managing Underwriter during 2020, 2021 and 2022.

4.3.2 Multifamily MRB Experience: 2020-2022

Provide the following summary data with respect to negotiated public offerings or private placements of Multifamily mortgage revenue bonds for which Respondent served as "book-running" senior manager, co-manager or Placement Agent, for the periods indicated:

	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Type of MF MRB Issue</u>	<u>Number & Volume</u>	<u>Number & Volume</u>	<u>Number & Volume</u>
Senior Manager			
Co-Manager			
Private Placement			
TOTAL			

4.3.3 Fees and Expenses

Assuming a \$10 million issue size for a Development, state the fees and expenses Respondent proposes to charge to structure and execute the Development based on each of two strategies: (i) sale of long term (fixed rate) bonds, and (ii) sale of variable rate demand bonds in a daily or weekly floating rate mode.

Base your responses to this requirement on the following considerations:

- (a) All four components of Underwriter discount (Management Fee, Underwriting, Takedown and Expenses) are to be stated separately;
- (b) The annual (per annum) Remarketing agent fee shall be stated for the VRDB option;
- (c) The Takedown component shall be based on the Respondent's assessment of market conditions prevailing on March 1, 2023;
- (d) The Expense component shall include Underwriter counsel fees/expenses; however, such fees should be based on the assumption that OHFA's Bond Counsel will prepare the disclosure document(s);
- (e) The Expense component shall include CUSIP, DTC, and PSA fees as well as allowances for syndicate communication charges;
- (f) The Expense component shall include an estimate of travel cost based on the assumption of two (2) meetings in Oklahoma City.
- (g) The Expense component must include a reduced fee structure for a Development that has closed at least two (2) bond issues with the same parties under this same RFP.

All other expenses should be assumed to be paid by Applicant/Developer/Owner rather than by the Managing Underwriter.

Fees and expenses should be based on an Insured/Guaranteed "AAA" rating.

The management fee component of the Underwriter Discount contained in a proposal will become a "not to exceed" pricing commitment of the Respondent, and is subject to further negotiation and to final approval by the Deputy Treasurer for Debt Management. The Deputy Treasurer for Debt Management will negotiate and approve the Management fee

allowances upon selection of the service provider, and will negotiate and approve the Takedown, Underwriting (Risk) and Underwriter expense components at the time of sale.

PURSUANT TO THE ACT ALL FEES AND EXPENSES FOR BOND RELATED UNDERWRITER SERVICES WILL BE NEGOTIATED BY OHFA, AND SUBJECT TO APPROVAL BY THE DEPUTY TREASURER FOR DEBT MANAGEMENT.

4.3.4 Litigation, Investigations and Regulatory Proceedings

Provide a summary of any material inquiries, investigations or litigation occurring during 2020, 2021, and 2022 (including those in progress) regarding the conduct of the Respondent, the Respondent's management, or any employee or official associated with the Respondent. Describe any related actions taken against Respondent or employees by any court or regulatory authority, including fines, suspensions, censure, etc. For the purposes of this paragraph, "material" means anything involving claims of violation of state or federal securities laws.

Additionally, state whether there are any material pending investigations, or investigations completed during 2020, 2021, and 2022 by the National Association of Securities Dealers, ("NASD"), the Municipal Securities Rulemaking Board ("MSRB"), the Securities Exchange Commission ("SEC"), the Oklahoma Securities Commission, or any other regulatory body (federal, state or local) regarding the conduct of the Respondent, the Respondent's management, or any employee or official associated with the proposing organization. If the statement is affirmative, provide a summary of such proceedings and the resolution or outcome thereof.

4.3.5 Underwriter Counsel

Identify the law firm(s) which Respondent would consider employing as Underwriter Counsel and the reason(s) for such consideration.

Under a separate RFP process, OHFA expects to select one or more law firms to provide bond counsel services. The Managing Underwriter shall designate their Underwriter Counsel, subject to approval of such firm and its proposed fees by OHFA and by the Deputy Treasurer for Debt Management.

4.3.6 Professional Liability Insurance Coverage

State policy limits and whether the policy excludes securities claims, or if their insurer prohibits disclosure of coverage amount. Provide evidence of coverage.

4.3.7 Compliance with Expense Guidelines and Code of Ethics

State the Respondents' willingness to adhere at all times to the Oklahoma State Travel and Reimbursement Act. State the Respondents' willingness to adhere to any amendments of these policies and to submit any disclosures requested in the above policies upon acceptance of the proposal.

4.4 Open Records

All information submitted in response to this Request for Proposal will be handled in accordance

with the State Open Records Act. Data contained in the proposal, all documentation provided therein, and innovations developed as a result of these contractual services cannot be copyrighted or patented. All data, documentation and innovations submitted in response to this Request for Proposal shall become the property of OHFA, and may be used by OHFA, in its sole discretion, without incurring any liability to Respondents for the use thereof by OHFA. Financial record submissions will be held in confidence.

5. FEE PROPOSAL

5.1 General Instructions on Preparing Fee Proposals

The proposal will be scored using a standard quantitative calculation whereby the most points for the fee component of proposals will be awarded to the proposal with the lowest cost. Various costing methodologies and models may be used to analyze the cost information submitted to determine the lowest costs to OHFA. Other additional factors will be used by OHFA in the selection process.

5.2 Submitting Fee Proposals

The Act requires that all bond service provider fees and expense allowances be approved by the Deputy Treasurer for Debt Management. Accordingly, OHFA expects to present the Deputy Treasurer for Debt Management with the names of the firm selected by the OHFA Board of Trustees as primary service provider, as well as one or more alternates selected by the Board of Trustees. Preliminary fee and expense negotiations will then be conducted by OHFA and are subject to approval by the Deputy Treasurer for Debt Management, starting with the primary selectee. If such negotiations result in a mutually satisfactory arrangement, the primary selectee will be confirmed. Otherwise, the OHFA and the Deputy Treasurer for Debt Management will begin negotiations with the alternate selectee and repeat that process. Final determination of fees and expenses will be made at the time of debt issuance.

Refer to Section 4.3.3 for a more complete description of Fees and Expenses proposals required.

The State assumes no liability for expenses incurred by firms in their responses to this RFP. Materials submitted to OHFA become the property of OHFA and are public information.

5.3 Proposal Obligation Period

All proposals submitted to OHFA shall constitute a legally binding offer which shall remain fixed and valid for acceptance by OHFA for sixty (60) days starting on the due date for proposals. Upon acceptance by OHFA and approval thereof by the Bond Advisor, the contract for underwriting services hereunder shall remain valid throughout the OHFA 2023-2024 Multifamily Housing Bond Program term, provided that the fee amount for each Development of the OHFA 2023-2024 Multifamily Housing Bond Program shall be subject to negotiation with OHFA and approval by the Bond Advisor.

5.4 Contingent Billing for each Development.

EACH DEVELOPMENT RELATED FEES AND EXPENSE REIMBURSEMENTS SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF THE RESPECTIVE DEVELOPMENT.

6. STANDARD CONTRACT

6.1 Acceptance of Proposal Contents

The contents of the proposal submitted, together with this RFP, shall become the contractual obligations of the Respondents, if selected (hereinafter “Managing Underwriter”). Failure of a successful Respondent to accept these obligations in such contract or agreement, upon request of OHFA, may result in cancellation of the award.

6.2 Record keeping and Record Retention

The Managing Underwriter shall establish and maintain adequate records of all expenditures reimbursable by OHFA incurred during its respective term of service. All records must be kept in accordance with generally accepted accounting procedures, applicable federal and state laws, and this RFP.

OHFA shall have the right to audit, examine, copy and transcribe any pertinent records or documents relating to any contract or agreement resulting from this RFP held by the Managing Underwriter will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

6.3 Reimbursement for Travel Expenditures

The Managing Underwriter shall limit all reimbursements by OHFA for travel expenditures in accordance with the State Travel Reimbursement Act (74 O.S. 500.1, et seq.).

6.4 No Discrimination

Managing Underwriter shall not discriminate in the provision of services on the basis of race, religion, sex, national origin, age, familial status or disability and shall cooperate with any investigation of allegations of such discrimination.

6.5 Confidentiality

The Managing Underwriter and all of its employees and other parties assisting Managing Underwriter shall maintain the confidentiality of any confidential information received and collected through the delivery of services pursuant to this RFP, as required by the laws of the State of Oklahoma, the Codes of Professional Conduct, and specifically pursuant to Title 63 O.S. 1981, Section 1-502.2.

6.6 Acts and Omissions

Managing Underwriter shall be responsible for the acts and omissions of its agents, servants, employees, and subcontractors in the violation of any confidential or privileged communications.

6.7 Hold Harmless

Managing Underwriter agrees to hold harmless OHFA against any claims, demands and liabilities resulting from any act or omission on the part of the Managing Underwriter and/or its agents, subcontractors, servants, and employees in the performance of this contract.

6.8 Termination of Agreement

OHFA reserves the right to cancel any contract or agreement with the Managing Underwriter relating to this RFP, in whole or in part, if performance and/or delivery of services is not made in accordance with the terms specified herein.

No suspension or termination will affect any expenditures or legally binding commitments made prior to receiving notice of suspension or termination. Upon suspension or termination, the replacement of the service provider will be subject to OHFA's discretion.

OHFA may suspend or terminate any contract or agreement with the Managing Underwriter relating to this RFP, in whole or in part with or without cause which shall include, but are not limited to, the following:

6.8.1 Failure or unwillingness of the Managing Underwriter to comply with the approved proposal, with the applicable federal and state laws and the terms of this contract, or with such directives as may become generally acceptable at the time,

6.8.2 Submission of reports to OHFA by the Managing Underwriter which are Inconsistent with the detailed specifications; and

6.8.3 Improper use of funds by the Managing Underwriter.

6.9 News Releases

News releases pertaining to this proposal or any part of this proposal shall not be made without prior approval of OHFA.

6.10 Location of Relevant Documents

All necessary reports, records and source documents will be available to the Managing Underwriter at 100 NW 63rd Street, Oklahoma City, OK 73116.

7. APPENDICES

Appendix I	Certificate of Independent Price Determination
Appendix II	Certificate of No Conflicting Relationships
Appendix III	Non-collusion Affidavit of Vendor
Appendix IV	Certification of Non-Debarment
Appendix V	Evaluation Criteria

OHFA 2023-2024 Multifamily Housing Bond Program

**APPENDIX I
STATE OF OKLAHOMA
Certificate of Independent Price Determination**

By submission of this proposal, the Respondent certifies that in connection with this procurement:

- (1) Prior to the date established herein as the deadline for proposal submission, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondents, directly or indirectly, to any other Respondents or to any competitor; and
- (2) No attempt has been made or will be made by the Respondents to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing this proposal certifies that:

- (1) He/she is the person in the Respondents' firm responsible within that organization for the decision as to the prices being offered herein and the he/she has not participated, and will not participate, in any action contrary to the restrictions cited above; or
- (2) He/she is not the person in the Respondents' firm responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the restrictions cited above and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to the restrictions cited above.

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

Provide as many pages as needed.

OHFA 2023-2024 Multifamily Housing Bond Program

APPENDIX II
STATE OF OKLAHOMA
Certificate of No Conflicting Relationships

The undersigned hereby certifies that:

- (1) He/she is an officer of the Respondents, authorized to commit the Respondents to all terms and conditions outlined in this proposal;

- (2) No conflict of interest exists, or is likely to exist, between the Respondents and the procuring agency;

- (3) No relationship exists between the Respondents and the procuring agency or any of its employees that would in any way interfere with fair competition in the selection process; and

- (4) There is no relationship, contractual or otherwise, between the Respondents and any other individual, firm or organization that may be a party to the contract that may be a conflict of interest or would in any way interfere with the Respondents ability to perform the duties described in the Request for Proposal.

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

SIGNATURE: _____

DATE: _____

Provide as many pages as needed.

OHFA 2023-2024 Multifamily Housing Bond Program

**APPENDIX III
NON-COLLUSION AFFIDAVIT OF VENDOR**

State of _____

County of _____, being first duly sworn, deposed and says that:

1. They are the _____ of _____ the Respondent that has submitted the attached proposal;
2. They are fully informed respecting the preparation and contents of the attached proposal and all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham offer;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham offer in connection with the contract for which the attached proposal has been submitted; or to refrain from making a proposal in connection with such contract; or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm or person on prices in the attached proposal or to fix any overhead, profit, or cost element of the proposal price of the proposal of any other Respondent; or to secure through any collusion, connivance, or unlawful agreement any advantage against the Oklahoma Housing Finance Agency or any person interested in the proposed contact; and,
5. The price or prices quoted in the attached proposal are fair and proper and are tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Print Name

Signature

Title

Subscribed and sworn to and before me this _____ day of _____, 2023.

My commission expires _____.

Provide as many pages as needed.

OHFA 2023-2024 Multifamily Housing Bond Program

APPENDIX IV

CERTIFICATION OF NON-DEBARMENT

I, _____, hereby certify that
(Print Name)

_____ nor any of its officers
(Firm)

Principals are not now nor have they ever been debarred, suspended, or otherwise prohibited from professional practice by any Federal, State or Local Agency.

Signature: _____

Title: _____

Date: _____

State of _____

County of _____

Personally appeared before me, the undersigned authority, _____ who, after first being sworn by me, affixed their signature in the space provided above on this _____ day of _____, 2023.

Notary Public

My commission expires: _____

Provide as many pages as needed.

OHFA 2023-2024 Multifamily Housing Bond Program

APPENDIX V

EVALUATION CRITERIA

1. Firm Overview
(Not Responsive – 0 to Best Response – 5) x Weighting Factor of 8 = Total Points
Maximum Score 40
2. Multi-Family MRB Experience 2020-2022 (Total number of transactions and Volume)
(Not Responsive – 0 to Best Response – 5) x Weighting Factor of 6 = Total Points
Maximum Score 30
3. Fees and Expenses
(Not Responsive – 0 to Best Response – 5) x Weighting Factor of 6 = Total Points
Maximum Score 30

Total Maximum Points Possible - 100