

Request for Proposal ("RFP")

TO PROVIDE

**CORPORATE TRUSTEE BANK 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***

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## 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 OHFA's 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 Corporate Trustee Bank Services

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

The firm selected under this RFP to serve as Corporate Trustee Bank 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](mailto: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](mailto: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 a Corporate Trustee Bank 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 provide the specialized services of a Corporate Trustee Bank for bond transactions relating to the financing of 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.

Under the contract arrangement, Corporate Trustee Bank 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.



The scope of services to be rendered to OHFA by the Corporate Trustee Bank in connection with any Development providing for the issuance of bonds under the OHFA 2023-2024 Multifamily Housing Bond Program will include, but not necessarily be limited to, the following:

- (1) Basic Trustee services relating to each Development
  - (a) All duties and responsibilities specifically required by the bond indenture;
  - (b) Customary services as registrar, paying agent and transfer agent;
  - (c) Investment of moneys in accordance with the applicable bond indenture and other appropriate instructions of OHFA; and
  - (d) Customary reporting in the form of monthly Development summaries and balance reports relating to each of the funds or accounts established under the bond indenture, plus supplemental information for use by OHFA, rating agencies, and other parties upon request by OHFA.
- (2) Review and comment on certain key documents relative to each Development, including, most particularly:
  - (a) Bond indenture;
  - (b) Investment agreement;
  - (c) Bond forms;
  - (d) Swap documents (as applicable); and
  - (e) Remarketing Agreements (as applicable).
- (3) Participate in the planning for and timely execution of the closing of each Development, including new transactions and remarketing or refinancing bonds to include:
  - (a) Finalizing and executing documents;
  - (b) Delivering bonds against payment;
  - (c) Disbursing other payments in accordance with OHFA's closing order; and
  - (d) Implementing investment agreements.

#### 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 an independent Corporate Trustee Bank.

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

Provide an overview of the bank, including the financial strength (capital and surplus) and general description of the bank's corporate trust department organization and activities.

Include the resumes of the senior and support staff 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 administration, development and/or execution of multi-family MRB Single-Projects since January 1, 2019. Identify primary point of contact for OHFA's proposed Developments, including name, address, phone and email addresses.

#### 4.3.2 Multifamily MRB Experience: 2020-2022

Identify and describe those Multifamily MRB issues for which your bank currently serves as bond trustee. Include in the description of each issue the following information:

- (a) Issuer name (e.g., Oklahoma County);
- (b) Bond issue designation (e.g., 1988 Series A);
- (c) Principal amount of issue (original and current); and
- (d) Indicate whether the bond issue was a public offering, FNMA or other private placement.

#### 4.3.3 Fees and Expenses

Clearly state in narrative format the proposed basis for (formula used to compute) the fees relating to the provision of Trustee services, for each Development, including:

- (a) Initial Acceptance Fee;
- (b) Year One Administrative Fee;
- (c) Subsequent Year Administrative Fee; and
- (d) Allowance for Trustee Expenses.

Indicate the extent to which the basis or formula for such fees would be for:

- (a) Long term fixed rate bonds sold via public negotiated sale;
- (b) Long term fixed rate bonds sold to a single investor via private placement or direct sale; or
- (c) Variable rate (weekly adjustable rate) demand bonds sold via public negotiated sale.

Specifically identify any expenses which would be passed through for payment by OHFA and which relate to the provision of Trustee services for OHFA's 2023-2024 Multifamily Mortgage Program. Examples of such expenses include:

- (a) Legal fees/expenses;
- (b) fund/account set-up charges;
- (c) Postage;

- (d) Advertising (public notices);
- (e) Investment charges; and
- (f) Internet charges.

Travel expenses need not be included since travel expenses allowances, if any, shall be negotiated with the Trustee on a Development-specific basis.

Based on a \$10 million issue size and your proposed fee arrangement, state (using the table format, below) the fees and expenses to structure and execute the transaction 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.

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.

	\$10 Million Fixed Rate	\$10 Million Variable Rate
<u>Amounts Payable at Closing</u>		
Acceptance Fee	_____	_____
First Year Admin. Fee	_____	_____
Expenses	_____	_____
<b>TOTAL</b>	_____	_____
<u>Recurring Amounts</u>		
Annual Admin. Fee	_____	_____
Annual Expenses	_____	_____

PURSUANT TO THE ACT ALL FEES AND EXPENSES FOR BOND RELATED CORPORATE TRUSTEE BANK 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 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.

#### 4.3.6 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 trustee bank 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 “Corporate Trustee Bank”). 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 Corporate Trustee Bank 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 Corporate Trustee Bank. The Corporate Trustee Bank 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

Corporate Trustee Bank 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

Corporate Trustee Bank 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

Corporate Trustee Bank and all of its employees and other parties assisting Corporate Trustee Bank 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

Corporate Trustee Bank 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

Corporate Trustee Bank agrees to hold harmless OHFA against any claims, demands and liabilities resulting from any act or omission on the part of the Corporate Trustee Bank 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 Corporate Trustee Bank 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 Corporate Trustee Bank 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 Corporate Trustee Bank 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 Corporate Trustee Bank which are Inconsistent with the detailed specifications; and

6.8.3 Improper use of funds by the Corporate Trustee Bank.

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 Corporate Trustee Bank 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.



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**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.

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**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