



## REQUEST FOR PROPOSAL (RFP)

### Mortgage Loan Subservicing Services

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# 1. INTRODUCTION AND BACKGROUND

Established in 1966, Michigan State Housing Development Authority (“MSHDA”) is a State Housing Finance Agency established pursuant to state statute to promote affordable homeownership and support the availability of sustainable mortgage financing for residents of the State of Michigan. Leading the charge on tackling Michigan’s housing challenges head-on, MSHDA sparks innovative, sustainable solutions that build stronger, more inclusive communities across the state. By providing financing, shaping policy, and forging powerful partnerships, MSHDA is expanding access to housing, preserving affordability, and empowering individuals and families to thrive in the neighborhoods they choose with the belief that a safe, quality, and affordable home is the foundation for every Michigander to reach their full potential.

MSHDA administers a Correspondent Lending program through a network of approved originating lenders and supports a variety of mission-driven single-family mortgage programs, including bond-financed loan products. As of April 30, 2026 MSHDA’s servicing portfolio consists of approximately 35,963 active mortgage loans, representing an unpaid principal balance of approximately \$4.2 billion. The portfolio includes a mix of bond-financed loans, FHA-insured loans, conventional loans, down payment assistance-linked products, and other affordable housing programs, as applicable. The current delinquency rate for the portfolio is approximately 11.08%, measured on a 30+ basis. Estimated originations for 2026 are 5,250 loans for \$884M. DPA = 90% in units and 6% in dollars. 2027 estimates are the same.

MSHDA’s programs are rooted in a belief that goes far beyond numbers and loan files—we believe in people, in families, and in the dignity that comes from having a place to call home. For so many first-time homebuyers and low- to moderate-income households, that home represents stability, hope, and the promise of a better tomorrow. When financial hardship strikes, the fear of losing that foundation can be overwhelming. That is why we are searching not simply for a servicer, but for a true partner—one who will work with us to deliver excellent customer service, one who will stand shoulder-to-shoulder with us and with our borrowers. We need a partner who listens with compassion, who sees the human story behind every delinquency report, and who will exhaust every possible avenue to help families stay in their homes. Together, we want to illuminate a path forward for borrowers who are struggling, offering empathy, guidance, and solutions that honor their efforts and protect the homes they have worked so hard to achieve. Our shared mission is not just to service loans—it is to safeguard futures, uplift communities, and help Michiganders hold on to the one place where their stories begin: home.

MSHDA administers a variety of mortgage lending and housing assistance programs including, but not limited to:

- First-time homebuyer programs
- Bond and non-bond mortgage programs
- Down payment assistance programs

- Mortgage credit certificate programs
- Government-insured loan programs
- Conventional conforming loan programs
- Special affordable housing initiatives
- Community Land Trusts

MSHDA seeks an experienced servicer capable of delivering high-quality servicing operations, regulatory compliance, borrower support, investor reporting, and advanced technology solutions.

The selected servicer will be expected to maintain exceptional customer service standards while ensuring compliance with all federal, state, investor, insurer, and MSHDA-specific requirements.

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## 2. PURPOSE OF THE RFP

MSHDA is issuing this Request for Proposal (“RFP”) as part of a required competitive procurement process in advance of the expiration of its current mortgage servicing agreement at the end of this calendar year. Coming out of the RFI and structured demo phases, the purpose of the RFP is to:

- Obtain additional information and clarification regarding the qualifications, capabilities, and experience of potential mortgage servicing partners and to assess overall alignment with MSHDA’s operational, compliance, and mission-driven objectives.
- Identify and select a qualified mortgage servicer that can:
  - Service MSHDA’s mortgage loan portfolio efficiently and accurately
  - Provide the experience and adaptive handling with first-time homeowners
  - Align with MSHDA’s commitment in working to keep borrowers in their homes
  - Support government, conventional, and affordable housing loan products
  - Maintain high borrower satisfaction standards
  - Ensure compliance with all servicing regulations and investor guidelines
  - Provide robust reporting and data management capabilities
  - Implement creative strategies to reduce overall delinquency
  - Deliver a ‘borrower first’ approach in decision making
  - Support loss mitigation, default servicing, and foreclosure management
  - Provide scalable technology infrastructure and cybersecurity controls
  - Support future growth and product expansion
  - Facilitate seamless servicing transfers and portfolio onboarding
  - Provide services in accordance with MSHDA’s Single Family Mortgage Servicing Manual (attached)

While pricing is to be considered, it will not be the sole or determinative factor in MSHDA's evaluation. MSHDA anticipates that qualitative factors, including experience servicing housing finance MSHDA portfolios, compliance and risk management practices, operational scalability, and demonstrated commitment to borrower outcomes, will be significant considerations.

MSHDA reserves the right to withdraw this RFP at any time.

MSHDA intends to enter into a multi-year agreement with the selected servicer.

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## 3. SCOPE OF SERVICES

The selected servicer shall provide comprehensive mortgage servicing services including, but not limited to, the following:

### 3.1 Loan Boarding and Transfer Requirements

- Transfer and boarding of mortgage loans from prior servicers
- Data conversion and validation
- Imaging and document transfer
- Borrower notification management
- Custodial reconciliation
- Escrow transfer reconciliation
- Boarding quality control and balancing

### 3.2 Primary Servicing Functions Requirements

- Payment processing
- ACH and online payment support
- Customer service and call center operations
- Escrow administration
- Tax and insurance disbursement management
- ARM administration (if applicable)
- Borrower correspondence and statement generation
- Payoff processing
- Assumption processing & underwriting
- Loan modifications
- Payment history and transaction maintenance

### 3.3 Investor and Agency Reporting Requirements

- Monthly servicing reports

- Delinquency reports
- Portfolio stratification reporting
- Prepayment reporting
- Loss mitigation reporting
- Investor remittance reporting
- Bond compliance reporting
- Government insurer reporting
- Trial balance reporting
- Regulatory reporting
- Custom reporting as requested by the MSHDA

### 3.4 Default Management Requirements

- Early intervention and borrower outreach
- Loss mitigation evaluation and administration
- Repayment plans
- Forbearance plans
- Loan modifications
- Bankruptcy management
- Foreclosure management
- Claims filing and recovery management
- Property preservation oversight
- REO coordination (if applicable)

### 3.5 Government Loan Administration Requirements

The subservicer must support servicing for:

- FHA-insured loans
- VA-guaranteed loans
- USDA Rural Housing loans
- Conventional conforming loans
- State housing program loans
- Bond-financed loans
- Down payment assistance subordinate liens

### 3.6 Escrow Administration Requirements

- Annual escrow analysis
- Shortage and surplus administration
- Tax monitoring and payment
- Hazard insurance monitoring

- Flood insurance compliance
- PMI administration
- Force-placed insurance management

### 3.7 Borrower Service Requirements

The selected servicer shall:

- Maintain borrower call center operations
- Provide bilingual support capabilities
- Maintain borrower web portal and mobile access
- Provide borrower self-service capabilities
- Maintain complaint resolution procedures
- Meet defined service level agreements (SLAs)
- Service with a 'borrower first' approach
- Provide educational resources and guidance for first time home buyers
- Support financially vulnerable and underserved borrowers

### 3.8 Compliance Management Requirements

The selected servicer shall maintain compliance with:

- CFPB servicing regulations
- RESPA
- TILA
- Fair Housing Act
- ECOA
- FCRA
- SCRA
- State servicing regulations
- FHA, VA, USDA servicing requirements
- Fannie Mae servicing guidelines
- Freddie Mac servicing guidelines
- Ginnie Mae requirements
- OFAC requirements
- UDAAP requirements
- Privacy and cybersecurity requirements

### 3.9 IT and Data Security Requirements

The selected servicer shall maintain compliance with:

- **Data Security**  
The Contractor shall maintain appropriate administrative, technical, and physical safeguards to protect MSHDA-related data, borrower information, and loan servicing data from unauthorized access, use, disclosure, alteration, loss, or destruction.
- **Incident Notification**  
The Contractor shall notify MSHDA within forty-eight (48) hours of discovery of any actual or suspected security incident, privacy incident, or data breach involving MSHDA-related data, borrower information, or loan servicing data.
- **Annual Security Report**  
The Contractor shall provide MSHDA with an annual security report, or equivalent third-party security attestation, covering the security controls in place for all systems and locations where MSHDA-related data, borrower information, or loan servicing data is accessed, handled, processed, stored, or transmitted.

### 3.10 Offshore Operations Requirements

- **Disclosure**  
The Proposer shall disclose whether any personnel, affiliates, subcontractors, or third-party service providers located outside the United States will be involved in any portion of the services provided under this contract. The disclosure must identify the functions performed, countries involved, entities performing the work, and any MSHDA-related data, borrower information, or loan servicing data that may be accessed, handled, or exposed.
- **MSHDA Review and Approval**  
Any offshore access to MSHDA-related data, borrower information, loan servicing data, or data derived from those sources must be disclosed in the proposal and is subject to MSHDA review and approval as part of the RFP evaluation and proposed service delivery model.
- **Data Residency**  
All MSHDA-related data, borrower information, and loan servicing data shall be stored within the United States unless otherwise approved in writing by MSHDA.
- **Change Notification**  
The Contractor shall provide no less than thirty (30) days prior written notice to MSHDA, unless a shorter timeframe is approved by MSHDA, of any material change to its offshore operating model that affects the functions performed, countries involved, entities performing the work, or data accessed.

### 3.11 Specific MSHDA General Requirements

MSHDA expects the selected subservicer to support specific agency requirements that are critical to MSHDA operations

- Provide Daily Reporting requirements including required formats (see attached servicing manual)

- Remittance report must be received within 2 business days
  - In addition to the remittance report, the Schedules K & L must be received daily
- Provide monthly reporting requirements including required formats (see attached servicing manual)
  - MSHDA month end cutoff is the 28<sup>th</sup> of the month
  - Must be received within 2 business days
  - MSHDA requires Payment Reversal and Curtailment Reversal reports
- Wiring of funds for regular payments and payoffs separate from wires for redeemed loans and proceeds from foreclosures
- Must support one loan number for both the 1<sup>st</sup> mortgage and the DPA mortgage
- Review and underwrite assumptions
- Ability to support referrals of customers to counseling agencies as a part of MSHDA's commitment to work in keeping borrowers in their homes
- Ensure borrowers going through a modification process meets with a housing counselor before completing the modification
- Request for loan modifications must be submitted to MSHDA for review and approval
- Provide creative collections strategies you would undertake to lower MSHDA's current delinquency levels which were implemented with other clients and have proven to be successful
- Multiple bond series reporting
- Have a borrower first mentality, providing unique borrower experience

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## 4. ORGANIZATIONAL OVERVIEW

Respondents shall provide the following organizational information:

### 4.1 Corporate Information

- Legal company name and headquarters address
  - Name]
  - [Street Address]
  - [City, State, Zip]
  - [Phone Number]
  - [Website address]
- Entity type
- DBAs
- Year established
- State of incorporation
- Ownership structure
- Organizational structure
- Parent company information (if applicable)
- Any branch office, or name and address of registered agent, if applicable
- Corporate organizational chart
- Service model
- Number of employees
- Number of servicing employees
- Financial statements for the past three years
- Dedicated account team
- Escalation procedures

### 4.2 Experience and Qualifications

Respondents shall describe:

- Key personnel biographies
- Years of mortgage servicing experience
- Experience serving HFAs
- Experience with affordable housing programs
- Portfolio size and composition
- Government servicing experience
- Bond loan servicing experience

- Special servicing expertise
- Client references

### 4.3 HFA Experience

Please provide:

- Current and former HFA clients
  - Portfolio sizes serviced for HFAs
  - Types of HFA programs supported
  - Experience with bond and non-bond programs
  - Experience with down payment assistance programs
  - Experience with state-specific compliance requirements
- 

## 5. MINIMUM QUALIFICATIONS

Respondents must meet the following minimum qualifications:

1. Minimum of [5] years of residential mortgage servicing experience
  2. Minimum servicing portfolio of \$150 billion unpaid principal balance
  3. Approved servicer status with Fannie Mae, Freddie Mac, Ginnie Mae, FHA, VA, and USDA
  4. Demonstrated experience servicing affordable housing loan programs
  5. Proven financial stability
  6. Established compliance management program
  7. Independent audit and control framework
  8. Adequate cybersecurity and business continuity controls
  9. Ability to comply with all applicable federal and state regulations
  10. Ability to support HFA-specific program requirements
- 

**For sections 6 through 16 please provide details regarding your capabilities for the specific areas listed. Where applicable, please provide supporting documentation. Details should align with MSHDA requirements in Section 3 above.**

## 6. SERVICING TRANSFER AND BOARDING CAPABILITIES

MSHDA expects the selected subservicer to support a seamless transition process.

## 6.1 Implementation Plan

Respondents shall provide:

- Detailed implementation timeline
- Conversion methodology
- Staffing plan
- Project governance structure
- Risk management approach
- Testing procedures
- Borrower communication plan

## 6.2 Conversion Experience

Please provide examples of:

- Recent servicing transfers
- Boarding volumes
- Complex portfolio conversions
- HFA portfolio transitions
- Government loan transfers

## 6.3 Service Level Expectations

The selected subservicer will be expected to meet agreed-upon SLAs including:

- Call center response times
- Payment posting timelines
- Escrow processing timelines
- Complaint resolution standards
- Loss mitigation turnaround times
- Boarding accuracy thresholds
- Reporting delivery timelines

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# 7. PRIMARY SERVICING CAPABILITIES

For each servicing function below, the subservicer shall provide:

- Detailed description of operational workflow
- Staffing model and organizational structure
- Internal controls and quality assurance procedures
- Turnaround times and service standards

- Escalation procedures
- Performance metrics and KPIs

## 7.1 Payment Processing

Please provide details regarding:

- Payment posting timelines and cut-off procedures
- Handling of partial, suspense, biweekly, and curtailment payments
- Lockbox operations
- Cash reconciliation controls
- Exception and unapplied funds handling
- Returned payment management
- Payment research procedures

## 7.2 ACH and Online Payment Support

Please provide details regarding:

- Available borrower payment channels
- ACH enrollment and authorization controls
- Real-time payment capabilities
- Debit card/payment vendor integrations
- Mobile payment functionality
- Fraud prevention controls
- Payment processing fees charged to borrowers
- System uptime/service availability metrics

## 7.3 Customer Service and Call Center Operations

Please provide details regarding:

- Hours of operation
- U.S. vs offshore staffing
- Average speed to answer and abandonment rates
- Call recording and quality monitoring
- Escalation management
- Borrower satisfaction measurement
- Specialized HFA-trained representatives
- Dedicated account management structure

## 7.4 Borrower Correspondence and Statement Generation

Please provide details regarding:

- Standard and customizable borrower communications
- Delivery methods (mail, email, eDelivery)
- Multi-language capabilities
- Compliance review procedures
- Statement generation timelines
- Document retention standards

## 7.5 Payoff Processing

Please provide details regarding:

- Payoff quote turnaround standards
- Per diem calculation methodology
- Wire handling procedures
- Lien release timelines
- State-specific compliance controls

## 7.6 Assumption Processing & Underwriting

Please provide details regarding:

- Assumption eligibility review process
- Underwriting standards
- Approval timelines
- Government loan assumption expertise
- Document management process
- Fees assessed to borrowers

## 7.7 Payment History and Transaction Maintenance

Please provide details regarding:

- Transaction history retention standards
- Borrower access capabilities
- Audit trail functionality
- Data correction controls
- Imaging and archival capabilities

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# 8. DEFAULT MANAGEMENT CAPABILITIES

Please provide details regarding:

- Organizational structure for default servicing
- Staffing levels and specialization
- Default servicing technology utilized
- Compliance management framework
- Vendor oversight procedures
- Performance metrics and timelines
- Historical performance statistics

## 8.1 Early Intervention and Borrower Outreach

Please provide details regarding:

- Outreach timelines and cadence
- Communication channels
- Right-party contact strategies
- Home retention prioritization

## 8.2 Loss Mitigation Evaluation and Administration

Please provide details regarding:

- Waterfall methodology
- Borrower document collection process
- Decisioning timelines
- Single point of contact model

## 8.3 Repayment Plans

Please provide details regarding:

- Evaluation criteria
- Monitoring procedures
- Default management controls

## 8.4 Forbearance Plans

Please provide details regarding:

- Disaster/hardship experience
- Borrower monitoring procedures
- Exit strategy administration

## 8.5 Loan Modifications

Please provide details regarding:

- Modification success rates
- Government waterfall expertise
- Trial conversion metrics

## 8.6 Bankruptcy Management

Please provide details regarding:

- In-house vs attorney-managed process
- Chapter 7/13 expertise
- Payment monitoring procedures
- Court filing controls

## 8.7 Foreclosure Management

Please provide details regarding:

- Attorney network oversight
- State-specific expertise
- Timeline management
- Foreclosure cost controls

## 8.8 Claims Filing and Recovery Management

Please provide details regarding:

- FHA/VA/USDA claims expertise
- Claims denial rates
- Recovery timelines
- Audit controls

## 8.9 Property Preservation Oversight

Please provide details regarding:

- Vendor management controls
- Inspection schedules
- Property maintenance standards
- Hazard claim coordination

## 8.10 REO Coordination

Please provide details regarding:

- REO disposition process
- Broker management

- Marketing timelines
- Loss severity controls

## 9. GOVERNMENT LOAN ADMINISTRATION

Please provide details regarding:

- Specific experience by loan type
- Volume currently serviced
- Dedicated government servicing staff
- Audit and compliance history
- Agency scorecards/ratings
- Any sanctions or findings within past 5 years

### 9.1 FHA-Insured Loans

Please provide details regarding:

- FHA claims experience
- CWCOT expertise
- HUD audit history
- Partial claims administration

### 9.2 VA-Guaranteed Loans

Please provide details regarding:

- VA incentive/refund modification experience
- Claims processing procedures
- VA audit results

### 9.3 USDA Rural Housing Loans

Please provide details regarding:

- USDA loss claim experience
- Annual recertification handling
- Rural servicing expertise

### 9.4 Conventional Conforming Loans

Please provide details regarding:

- Fannie Mae/Freddie Mac servicing status
- Servicer performance scores

- GSE compliance controls

## 9.5 State Housing Program Loans

Please provide details regarding:

- HFA servicing experience
- Compliance monitoring capabilities
- Program-specific servicing customization

## 9.6 Bond-Financed Loans

Please provide details regarding:

- Bond compliance expertise
- Pool tracking capabilities
- Rebate and arbitrage reporting support

## 9.7 Down Payment Assistance Subordinate Liens

Please provide details regarding:

- Boarding and tracking capabilities
- Forgiveness administration
- Re-subordination experience

# 10. ESCROW ADMINISTRATION CAPABILITIES

Please provide details regarding:

- Detailed escrow operational procedures
- Compliance oversight structure
- Vendor relationships
- Exception reporting samples
- Escrow audit procedures

## 10.1 Annual Escrow Analysis

Please provide details regarding:

- Timing and methodology
- Compliance controls
- Borrower notification process

## 10.2 Shortage and Surplus Administration

Please provide details regarding:

- Repayment option administration
- Refund processing timelines
- Borrower communication standards

## 10.3 Tax Monitoring and Payment

Please provide details regarding:

- Tax tracking automation
- Delinquency escalation procedures
- Tax service vendor oversight

## 10.4 Hazard Insurance Monitoring

Please describe the following:

- Insurance tracking process
- Cancellation/lapse monitoring
- Borrower notification procedures

## 10.5 Flood Insurance Compliance

Please provide details regarding:

- FEMA compliance controls
- Flood determination vendor oversight
- Escrow administration for flood premiums

## 10.6 PMI Administration

Please provide details regarding:

- PMI cancellation workflows
- Borrower notification process

## 10.7 Force-Placed Insurance Management

Please provide details regarding:

- Force-place trigger procedures
- Vendor relationships
- Borrower resolution process
- Consumer compliance controls

# 11. BORROWER SERVICE CAPABILITIES

Please provide details regarding:

- Borrower experience philosophy
- Customer satisfaction metrics
- Complaint statistics
- Service level standards
- Technology capabilities
- Vulnerable borrower support programs

## 11.1 Call Center Operations

Please describe the following:

- SLA metrics
- Staffing ratios
- Escalation protocols
- Dedicated HFA support teams

## 11.2 Bilingual Support Capabilities

Please provide details regarding:

- Languages supported
- Interpreter services
- Multi-language correspondence capabilities

## 11.3 Borrower Web Portal and Mobile Access

Please provide details regarding:

- Portal functionality overview
- Mobile app capabilities
- Accessibility compliance
- Security controls

## 11.4 Borrower Self-Service Capabilities

Please provide details regarding:

- Online payment functionality
- Document upload features
- Loss mitigation application tools
- Chat/chatbot functionality

## 11.5 Complaint Resolution Procedures

Please provide details regarding:

- Complaint intake and tracking
- CFPB complaint management
- Escalation timelines
- Root-cause analysis procedures

## 11.6 Service Level Agreements (SLAs)

Please provide details regarding:

- Standard SLA metrics
- Reporting frequency
- Financial penalties or remedies for non-performance

## 11.7 Borrower First Approach

Please provide/describe the following:

- Examples of borrower advocacy practices
- Retention-focused servicing philosophy
- Borrower assistance initiatives

## 11.8 Educational Resources for First-Time Homebuyers

Please provide details regarding:

- Financial education programs
- Homeownership counseling partnerships
- Borrower outreach campaigns

## 11.9 Support for Financially Vulnerable and Underserved Borrowers

Please provide details regarding:

- Hardship assistance programs
- Fair servicing policies
- Community outreach initiatives
- Special servicing accommodations

# 12. COMPLIANCE AND REGULATORY CAPABILITIES

Please provide detailed descriptions of their compliance management systems including:

## 12.1 Regulatory Compliance Program

- Compliance governance structure
- Compliance monitoring and testing
- Internal audit processes
- Regulatory change management
- Complaint management process
- Fair lending monitoring
- Vendor oversight controls

## 12.2 Licensing and Certifications

Please provide:

- State servicing licenses
- Agency approvals
- SSAE/SOC audit reports
- ISO certifications (if applicable)
- Cybersecurity certifications
- Business continuity certifications

## 12.3 Litigation and Regulatory Matters

Respondents shall disclose:

- Pending litigation
- Regulatory actions
- Consent orders
- CFPB examinations
- Material compliance findings
- Significant servicing-related disputes within the past five years

# 13. TECHNOLOGY AND SYSTEMS CAPABILITIES

Please provide detailed information regarding your servicing platform and technology capabilities.

## 13.1 Servicing Platform

Please provide details regarding:

- Primary servicing system utilized
- Loan boarding capabilities
- Workflow management tools

- Document imaging platform
- Borrower portal capabilities
- Mobile servicing capabilities
- Payment processing capabilities
- API/integration capabilities
- Data warehouse and analytics capabilities

## 13.2 Cybersecurity

Please provide details regarding:

- Information security framework
- Data encryption standards
- Multi-factor authentication
- Penetration testing procedures
- Incident response procedures
- Ransomware preparedness
- Third-party risk management
- Employee cybersecurity training

## 13.3 Business Continuity and Disaster Recovery

Please provide details regarding:

- Disaster recovery plans
  - Recovery time objectives (RTO)
  - Recovery point objectives (RPO)
  - Geographic redundancy
  - Pandemic response planning
  - Call center continuity plans
  - Testing frequency and results
- 

# 14. BUSINESS & INVESTOR REPORTING CAPABILITIES

For each category below, please provide:

- Sample reports
- Reporting frequency
- Delivery methods
- Data validation controls
- Ability to customize reports

- Standard turnaround times
- Data export capabilities
- Report reconciliation processes

## 14.1 Standard Reporting

- Monthly portfolio reports, including servicing metrics
- Delinquency and default reports
- Prepayment reports
- Escrow reports
- Investor remittance reporting
- Bond series reports
- Regulatory & Complaint reporting
- Loss mitigation reporting
- Government Insurer reporting
- Bankruptcy and foreclosure reporting
- Financial reconciliation reporting
- Trial Balance Reporting

## 14.2 Custom Reporting

MSHDA may require:

- Ad hoc reporting
- Program-level analytics
- Bond compliance reporting
- Legislative reporting
- Public records requests support
- Data exports
- Dashboard access
- Describe the custom report development process, turn time, and additional fees

## 14.3 Data Access

Please provide details regarding:

- Frequency of data delivery
  - Data transmission methods
  - Secure file transfer capabilities
  - API availability
  - Real-time reporting options
  - Data retention standards
-

## 15. OUTSOURCING

Please provide details for the following:

- Ability to meet MSHDA requirements as listed in Section 3.10
- List of activities that are performed offshore
- Structure of offshore employees; employees, contractors; 3<sup>rd</sup> party owned; subservicer owned, etc.

## 16. SPECIFIC MSHDA REQUIREMENTS

Please provide details for the following:

- Confirm you can meet Daily Reporting requirements including required formats (see attached servicing manual)
    - Remittance report must be received within 2 business days
    - In addition to the remittance report, the Schedules K & L must be received daily
  - Confirm you can meet monthly reporting requirements including required formats (see attached servicing manual)
    - MSHDA month end cutoff is the 28<sup>th</sup> of the month
    - Must be received within 2 business days
    - MSHDA requires Payment Reversal and Curtailment Reversal reports
  - Confirm you are able to wire funds for regular payments and payoffs and separate them from redeemed loans and proceeds from foreclosures
  - Confirm you can support one loan number is required for both the 1<sup>st</sup> mortgage and the DPA mortgage
  - Describe your capabilities to review and underwrite assumptions
  - Describe your ability to support referrals of customers to counseling agencies as a part of MSHDA's commitment to work in keeping borrowers in their homes
  - Confirm your processes can ensure borrowers going through a modification process meets with a housing counselor before completing the modification
  - Confirm you can meet MSHDA's request for loan modifications must be submitted to MSHDA for review and approval
  - Describe creative collections strategies you would undertake to lower MSHDA's current delinquency levels which were implemented with other clients and have proven to be successful
  - Describe your ability to report on multiple bond series
  - Specifically describe how you provide unique borrower experiences and how your borrower experience differentiates you from your competitors
-

# 17. PROPOSAL SUBMISSION INSTRUCTIONS

## 17.1 Questions and Clarifications

- To ensure a fair and impartial process, the Authority's Procurement Office will *only* address on time and properly submitted questions.
- Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Board members or Authority staff.
- All questions and answers related to this RFP will be supplied to Bidders that submitted questions, and/or to organizations providing the Procurement Office with notification of intent to submit a proposal.

Questions regarding this RFP must be submitted in writing no later than:

**Date: June 1, 2026**

**Time: 5:00 PM EDST (Detroit)**

Questions shall be directed to:

[MSHDA-Procurement@michigan.gov](mailto:MSHDA-Procurement@michigan.gov)

With subject header – Subservicing Services RFP

**Confirmation of Delivery.** The Procurement Office will verify receipt of email and questions to the Bidder within 24 hours. If Bidder has not received verification, the Bidder should verify the email address provided above (i.e., no spaces; hyphen between “MSHDA” and “Procurement”) and resubmit an email asking for verification.

Responses to properly submitted questions will be posted on or around **June 3, 2026**. The Authority will hold no other question sessions or bidder's conferences.

## 17.2 Proposal Submission Deadline

Proposals must be received no later than:

**Date: June 12, 2026**

**Time: 5:00 PM EDST (Detroit)**

Late submissions may be rejected at the sole discretion of the MSHDA.

## 17.3 Submission of Proposal

- Submitted proposals must respond to and address the tasks, activities, listed requirements and questions outlined in the Scope of Work of this RFP and its attached and incorporated exhibits.
- The Authority shall not be liable for any costs that a Bidder may incur while preparing a proposal.
- The Authority shall not be liable for any costs that a Bidder may incur prior to the

complete execution of a contract.

- If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

Proposals shall be submitted electronically in PDF format to:

[MSHDA-Procurement@michigan.gov](mailto:MSHDA-Procurement@michigan.gov)

With subject header – Subservicing Services RFP

**Originals and Copies.** Submit one (1) .pdf version of a proposal via email outlining how the Bidder will provide the activities / services described above.

**Confirmation of Delivery.** The Procurement Office will verify receipt of email and proposal to the Bidder within 24 hours. If Bidder has not received verification, the Bidder should verify the email address provided above (i.e., no spaces; hyphen between “MSHDA” and “Procurement”) and resubmit an email asking for verification.

## 17.4 Proposal Validity

Proposals shall remain valid for a minimum of [180] days following the proposal due date.

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# 18. PROPOSAL FORMAT AND CONTENT

Respondents shall organize proposals using the following structure:

## Part 1 – Executive Summary

Provide a concise summary of:

- Company qualifications
- Relevant experience
- Key differentiators
- Proposed servicing approach

## Part 2 – Corporate Background

Include all information requested in Section 4.

## Part 3 – Servicing Transfer and Boarding Capabilities

Provide detailed responses to all requirements outlined in Section 6.

## Part 4 – Primary Servicing Capabilities

Provide detailed responses to Section 7.

## Part 5 – Default Management Capabilities

Provide detailed responses to Section 8.

## Part 6 – Government Loan Administration Capabilities

Provide detailed responses to Section 9.

## Part 7 – Escrow Administration Capabilities

Provide detailed responses to Section 10.

## Part 8 – Borrower Service Capabilities

Provide detailed responses to Section 11.

## Part 9 – Compliance & Regulatory Capabilities

Provide detailed responses to Section 12.

## Part 10 – Technology & Systems Capabilities

Provide detailed responses to Section 13.

## Part 11 – Business & Investor Reporting Capabilities

Provide detailed responses to Section 14.

## Part 12 – Outsourcing

Provide detailed responses to Section 15.

## Part 13 – Specific MSHDA Requirements- Capabilities

Provide detailed responses to Section 16.

## Part 14 – Implementation and Transition

Provide implementation methodology and project plan.

## Part 15 – References

Provide at least [3] comparable client references (non-MSHDA) including:

- Organization name
- Contact name
- Phone number
- Email address
- Portfolio description

## Part 16 – Pricing Proposal

Provide pricing in accordance with Section 14.

## Part 17 – Required Attachments

Include:

- Financial statements
- SOC reports
- Sample reports
- Insurance certificates
- Business continuity summary
- Compliance documentation
- Licensing information
- Any relevant documentation that supports experience and capabilities

## Part 18 – Disclosures

Provide answers to all questions in this section.

**1. Interests in Authority Programs.** Authority programs include but are not limited to any loans where the Authority is the lender, and any grants made by or administered by the Authority.

- a. Does the Bidder, its officers, board members, and employees respectively, have any interests in Authority programs?  
(Yes / No)

If Yes, please provide their name, title, and the Authority program for which the interests exist.

- b. If the Bidder intends to use independent contractors or subcontractors to render services, do the independent contractors or subcontractors and their officers, board members, and employees respectively, have any interests in Authority programs?  
(Yes / No)

If Yes, please provide their name, title, and the Authority program for which the interests exist.

**2. Potential Conflicts of Interests.** Potential conflicts of interest may arise from the Bidder's officers, employees, members, board members, independent contractors or subcontractors the Bidder will use to render services, if the organization enters into a contract with the Authority.

- a. Is the Bidder currently under contract and/or been awarded a grant from the Authority?  
(Yes / No)

If Yes, please confirm whether any potential conflict of interest will exist if the Authority enters into a contract with the Bidder.

- b. Does the Bidder, its officers, board members, and employees, hold a position with another entity that may be under contract or receiving a grant from the Authority?  
(Yes / No)

If Yes, include an organizational chart from each entity under contract or awarded a grant from the Authority in which the Bidder or project personnel holds a position. Include each employee's position and title within the entity. In addition, indicate whether the Bidder or the project personnel is responsible for making financial decisions in his/her capacity and what measures have been implemented to ensure that funds are not comingled.

**THE AUTHORITY RESERVES THE RIGHT TO DEEM A BID NON-RESPONSIVE FOR FAILURE TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.**

**3. Family Members Who Work for Authority.**

- a. Does the Bidder, its officers, board members, and employees respectively, have family members who work for the Authority?  
(Yes / No)

If Yes, please provide their name and the name of the family member currently employed at the Authority.

**4. Company Background Information**

- a. Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)?  
(Yes / No)

If Yes, why and how has it affected your company?

- b. Has your company ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State?  
(Yes / No)

If Yes, provide the date, governmental entity, and details surrounding the action.

- c. Has your company ever been sued by the State of Michigan?  
(Yes / No)

If Yes, provide the date, case caption, case number, and identify the court that the case was filed in.

- d. Has your company ever sued the State of Michigan?  
(Yes /No)

If Yes, provide the date, case caption, case number, and identify court that case was filed in.

- e. Within the past five (5) years, has your company defaulted on a government contract, or been terminated for cause by any governmental entity, including the State?  
(Yes / No)

If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.

- f. Within the past five (5) years, has your company defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by your company?  
(Yes / No)

If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.

- g. Does your company have experience working with the State of Michigan?  
(Yes / No)

If Yes, please provide a list (including the contract number) of the contracts you hold or have held with the State for the last 10 years.

**5. Use of Artificial Intelligence (AI).** As part of their proposal, Bidder must disclose any use of Artificial Intelligence (AI) technologies in the development, delivery, or ongoing performance of the goods or services being proposed. This includes, but is not limited to:

- AI-assisted tools used in preparing the proposal itself (e.g., for content generation, data analysis, or pricing),
- AI systems or tools embedded in or supporting the proposed services,
- AI tools used in service delivery, decision-making, or customer interaction.

For each identified use of AI, Bidder must clearly describe:

- a. Purpose of AI Use: What function the AI serves (e.g., automation, analytics, content generation, customer service).
- b. Extent of AI Involvement: Whether AI is a primary component or a supporting tool, and why Bidder selected it.
- c. Level of Human Oversight: How AI decisions or outputs are reviewed, monitored, or controlled by humans.
- d. Data Usage and Privacy: How data is collected, used, stored, and protected by or in connection with AI systems.
- e. Vendor Responsibility: An acknowledgement that the Bidder remains fully responsible for the quality, performance, and legal compliance of any AI tools used, and any provided work product or service assisted or created by any AI tools

## Part 19 – Signature Clause

**Signature Clause to be Signed by Bidder’s Authorized Signatory.** Insert into the proposal and have the authorized signatory sign the following signature clause at the end of the proposal:

I confirm that I have submitted this proposal on behalf of

\_\_\_\_\_ in response to the

Michigan State Housing Development Authority's Request for Proposals for  
Mortgage Servicing Services.

I also confirm that I have read and understand the Authority's indemnification,  
copyright, data security and insurance requirements.

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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# 19. EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated using criteria including, but not limited to:

Evaluation Category	Weight
Organizational Experience and Qualifications	10%
HFA and Affordable Housing Experience	15%
Servicing Capabilities	20%
Technology and Reporting	15%
Compliance and Risk Management	10%
Implementation and Transition Plan	10%
Pricing	20%

Evaluations of the RFP will be combined with the evaluations of the previous subservicer presentations and demonstrations for an overall scoring.

MSHDA reserves the right to:

- Request additional information
- Conduct additional interviews or presentations
- Perform site visits
- Negotiate pricing and terms
- Reject any or all proposals
- Waive informalities or irregularities

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# 20. PRICING & BUDGET REQUIREMENTS

1. **Price Proposal.** All rates quoted in proposals submitted in response to this RFP will be a firm fixed price for the duration of the contract. No price changes will be permitted.

**Proposals should reflect per diem rates in effect at the time of proposal submission.** State per diem rates are subject to change during the term of an awarded contract. Current travel information can be found here:

[\*\*Michigan Travel & Expense Rates\*\*](#)

2. **Budget.** Include in the proposal a line-item budget identifying all expenses related to the work to be performed. By submitting the bid, the Bidder acknowledges that it bears the risk that its expenses may exceed the proposed amount. The budget should include applicable items, which may include the following:

- a. Staff costs broken down by each individual staff person. Include # of hours, per hour rate, and work assignment.
- b. Lodging costs (based on State of Michigan per diem rates). Description should include when and why lodging is needed.
- c. Meal costs (based on State of Michigan per diem rates). Description should include when and why meals are needed.
- d. Transportation costs (based on standard State of Michigan mileage rate). Description should include type and reason for transportation cost.
- b. Costs of supplies and materials. Description should include items to be purchased and reason for purchase.
- c. Other direct costs. Description should include items to be purchased and reason for purchase.
- d. Total Budget.
- e. Detailed fee Information as indicated below:

## 20.1 Base Servicing Fees

Please provide pricing for:

- Performing loans
- Delinquent loans
- Bankruptcy loans
- Foreclosure loans
- REO loans
- Government loans
- Subordinate lien servicing

## 20.2 Ancillary Fees

Include pricing for:

- Boarding fees
- Transfer fees
- Payoff statement fees
- Assumption fees
- Modification fees
- Property inspection fees
- Broker price opinion fees
- Foreclosure management fees
- Imaging fees
- Reporting fees

## 20.3 Implementation Fees

Provide pricing relative to implementation or setup

## 20.4 Optional Services

Provide pricing for any optional or value-added services.

## 20.5 Pricing Assumptions

Clearly identify:

- Volume assumptions
- Minimum fees
- Escalation provisions
- Pass-through expenses
- Contract term assumptions

## 20.6 Indicative Pricing

Using the attached MSHDA Portfolio Summary, provide indicative pricing example for a month based on the portfolio make-up provided and with the following ancillary services:

- Private Label
  - Online Web/Client Portal
  - Mobile App
  - On-shore customer contact
  - New TPO lender set up
  - Loan Boarding fee
  - Processing & Underwriting Assumptions
  - Advanced Reporting/Analytics
  - Marketing Inserts or Statement notices
  - Web banners ads/messages
  - Warm handoffs MSHDA housing counseling agencies
- 

# 21. CONTRACT TERMS AND CONDITIONS

The selected respondent will be required to enter into a formal servicing agreement with the MSHDA.

Key contractual provisions may include:

- Service level agreements
- Performance guarantees

- Audit rights
- Regulatory compliance obligations
- Indemnification requirements
- Insurance requirements
- Data ownership provisions
- Confidentiality requirements
- Termination rights
- Transition assistance obligations
- Business continuity obligations
- Cybersecurity requirements

MSHDA reserves the right to negotiate final contract terms.

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## 22. CONFIDENTIALITY AND DATA SECURITY

The selected subservicer shall:

- Maintain confidentiality of borrower information
  - Comply with all applicable privacy laws
  - Maintain robust information security controls
  - Notify the MSHDA promptly of security incidents
  - Cooperate in security investigations
  - Maintain cybersecurity insurance coverage
  - Restrict access to confidential data
  - Support periodic security assessments
- 

## 23. RESERVATION OF RIGHTS

MSHDA reserves the right to:

- Amend or cancel this RFP
- Reject any or all proposals
- Request clarification of proposals
- Negotiate with any respondent
- Award contracts in whole or in part
- Conduct due diligence reviews
- Verify proposal information
- Waive irregularities

Issuance of this RFP does not obligate MSHDA to award a contract.

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## 24. RFP TIMELINE

Milestone	Date
RFP Issued	May 28, 2026
Deadline for Questions	June 1, 2026
Responses to Questions Issued	June 3, 2026
Proposal Due Date	June 12, 2026
<b><u>Dates below are estimated</u></b>	
Additional Interviews/Presentations (if applicable)	June 16, 2026
Notice of Intent to Award	June 22, 2026
Contract Finalization *	July 16, 2026
Implementation Start	July 16, 2026

\* Requires MSHDA Board approval at July 16 meeting

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## 25. NOTICE TO BIDDERS

- A. Revisions to RFP.** If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of this RFP, supplements or revisions will be provided to all Bidders who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of this RFP, any supplements or revisions to this RFP, and the answers to any written questions.
- B. Organization Authorized to Transact Business in Michigan.** The Bidder must be either a Michigan entity (limited partnership, Limited Liability Company, for-profit corporation or non-profit corporation, etc.) or, if foreign, authorized to do business in the State of Michigan.

### **Proposals from Sole Proprietors Will Not be Accepted**

Questions regarding specific requirements to transact business in the State of Michigan should be referred to or otherwise contact the Michigan Department of Licensing and Regulatory Affairs, Corporations Division at:

<https://www.michigan.gov/lara/bureau-list/cscl/corps>

- C. Minimum Internet/Technological Capabilities.** The Bidder must have phone, internet, and e-mail access. Internet and e-mail access must be adequate to allow the Bidder to receive,

download and upload data, files and attachments from Authority staff. (Current state standards are limited to a functional size of 20 MB).

**D. Limits on Liability & Indemnification.** The Bidder must review and acknowledge that the Authority will require the Bidder to satisfy the following requirements prior to the execution of a contract with the Authority. If the Bidder has objections, please provide an explanation with your proposal outlining the objection.

If awarded a contract, the Bidder agrees to:

1. Indemnify, defend and hold harmless the Authority, its Board, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:
  - a. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from (1) the services provided ("Services") or (2) performance of the Services, duties, responsibilities, actions or omissions of the Bidder or any of its subcontractors under an awarded contract.
  - b. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from a breach by the Bidder of any representation or warranty made by the Bidder in an awarded contract.
  - c. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or related to occurrences that the Bidder is required to insure against as provided for in an awarded contract.
  - d. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Bidder, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Authority.
  - e. any claim, demand, action, citation or legal proceeding against the Authority, its employees and agents which results from an act or omission of the Bidder or any of its subcontractors in its or their capacity as an employer of a person.
  - f. any action or proceeding threatened or brought against the Authority to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Bidder or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or

reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States.

- E. Michigan Freedom of Information Act.** All documents submitted via this RFP become public record and are subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See *MCL Section 15.243 et seq.* Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See *MCL Section 15.243(1)(i)*.

**Please submit FOIA requests to the Authority as follows:**

**MSHDA FOIA Coordinator**  
**c/o Legal Affairs**  
**Email: MSHDA-FOIA@michigan.gov**

- F. Preferences.** Michigan law accommodates some bidder preferences:

1. Michigan Based Business

All other things being equal, the State of Michigan must give preference to products manufactured or services offered by Michigan-based firms. See *MCL Section 18.1261 and Section 18.1268.*

2. Geographically-Disadvantaged Business

All other things being equal, the State of Michigan must give preference to products manufactured or services offered by a Geographically-Disadvantaged Business Enterprise. See *the Michigan GDBE Website.*

3. Qualified Service-Disabled Veteran-Owned Businesses

It is the goal of the State to award 5% of total state expenditures for construction, goods, and services to qualified service-disabled veteran-owned businesses. The State provides a 10% pricing preference for businesses owned by qualified-disabled veterans. See *MCL Section 18.1241 and Section 18.1261.*

- G. Submissions Subsequent to Award.** As part of an awarded contract, the selected contractor may be required to review and provide and/or acknowledge additional documents including but not limited to:

- W-9 Request for Taxpayer Identification Number and Certification.
- Proof of proper insurance coverage.
- Retiree Rehire Certificate, if necessary.

- H. Insurance Coverage.** The Bidder must maintain and provide evidence, satisfactory to the Authority, of the following minimum insurance coverage:

1. General Liability Insurance for \$1,000,000 with the Authority shown as additional insured;
2. Errors and Omissions Insurance for \$1,000,000 for each occurrence and \$1,000,000 annual aggregate;
3. Worker's Compensation Insurance (if required under state law). Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable.
4. If required by the Authority, Cyber Security Insurance for \$1,000,000.

- I. Payments to Pensioned Retirees.** 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System ("Pensioned Retirees") who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their respective state pensions for the duration of their reemployment. **Accordingly, any pensioned retiree who provides or renders services pursuant to the contract for which bids will be made under this RFP shall be required to forfeit his or her pension during the term of the contract.**

Proposals must acknowledge and confirm whether pensioned retirees will render services under the contract being sought through this RFP. If the Bidder intends to use a pensioned retiree, the Bidder must submit written confirmation from the pensioned retiree that he or she agrees to forfeit his or her pension during the term of the contract, if awarded. If awarded a contract, the Bidder must submit a copy of the pensioned retiree's directions to the State of Michigan's Office of Retirement Services ("ORS") to withhold the retiree's pension payments until the end of the contract term by having the pensioned retiree complete a Retiree Rehire Certificate. A copy of the Retiree Rehire Certificate will be required to be submitted prior to executing an awarded contract.

- J. Contract Award Approvals.** Prior to executing an awarded contract, the Authority must seek and obtain Michigan Civil Service approval. The required forms will be submitted to Civil Service prior to the Authority's Board approval.

Contracts that equal or exceed \$45,000 must be approved by the Authority's Board. Thereafter, an awarded contract will be forwarded to the selected Bidder with instructions to review and sign it. Upon receiving the signed contract, the Authority's Procurement Office will submit the contract to a duly authorized signatory for final execution on behalf of the Authority. One fully executed contract will then be returned to the selected contractor.

- K. Commencement of Work.** Project work shall not commence until execution of a project contract. The selected contractor shall not proceed with performance of the project work or incurring of project costs until both parties have signed the project contract to show acceptance of its terms and conditions.
- L. Project Control.** The selected contractor will carry out this project under the direction and control of the Authority and its designated Contract Administrator.

**M. Applicable Laws.** The selected contractor will be required to comply with all Michigan and federal laws, as well as acquire any permits or permission-related documents to provide services being sought.

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## 26. APPENDICES

### Appendix A – Required Certifications

Respondents shall certify:

- Non-collusion
- Compliance with laws
- Accuracy of information
- Financial stability
- Debarment status

### Appendix B – Sample Service Level Agreements

Illustrative service level expectations may include:

Metric	Target
Average Speed to Answer	≤ 30 seconds
Payment Posting	Same Day
Escrow Analysis Completion	Annual
Complaint Resolution	≤ 15 business days
Boarding Accuracy	≥ 99.5%
Reporting Delivery	Within agreed timelines

### Appendix C – Required Insurance Coverage

Respondents shall provide and maintain:

- General liability insurance
- Errors and omissions insurance
- Cyber liability insurance
- Fidelity bond coverage
- Workers compensation insurance

Minimum coverage limits shall be provided by MSHDA during contract negotiations.

### Appendix D – Confidential Treatment Form

If Respondents seeks protection of confidential information in their bid proposal, please complete, sign and return the Confidential Treatment Form at the end of the RFP.

## CONCLUSION

MSHDA appreciates your interest in providing mortgage subservicing services. The Agency seeks a strategic servicing partner capable of delivering operational excellence, regulatory compliance, superior borrower support, and scalable technology solutions in support of the MSHDA's mission.

All proposals must be submitted in accordance with the requirements contained within this RFP.

**END OF RFP**

# Confidential Treatment Form

**INSTRUCTIONS.** If bidder seeks protection of confidential information in their bid proposal, a signed and dated Confidential Treatment Form (CT Form) must be submitted with the proposal

1. Complete this form and sign where indicated.
2. This form must be signed by the individual who signed the bidder’s proposal.

**Failure to follow the instructions on this form or to properly complete and submit it may result in the entire proposal being publicly disclosed by the Authority without redaction after an award recommendation.**

## CONFIDENTIAL TREATMENT IS REQUESTED

Bidders must complete, sign, and submit this form with the proposal, to request confidential treatment of any material contained in the proposal.

Bidders must specifically identify the information to be protected as confidential and/or proprietary and state the reasons why protection is necessary. As shown in the table below, the following details are required for each confidentiality request.

1. The proposal page number, section number, and paragraph number.
2. Whether the material referenced is Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI).
3. An explanation of the specific legal grounds that support treatment of the material as TS, FI, or PI and a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite an applicable exemption or case name.
4. The person at their organization authorized to respond to inquiries by the Authority concerning the material and their contact information.

**REQUIRED: Bidders completing this form must also submit a copy of the proposal with the trade secret, financial, and proprietary information redacted and clearly label this redacted copy as the PUBLIC COPY.**

Proposal Page #, Section #, Paragraph #	Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	Applicable FOIA Exemption with Written Justification	Bidder Contact Information

*Bidders may add pages using the same format shown in the table.*

**Michigan State Housing Development Authority FOIA Requests**

The Authority reserves the right to determine whether material designated as exempt by a bidder falls under applicable FOIA exemptions. In the event that the funds for the project towards which the bid is directed are federal, the funding federal agency may retain the right to inspect unredacted information.

If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the Authority has the final authority to determine whether the materials are exempt from disclosure under FOIA.

The Authority is not obligated to notify a bidder if a FOIA request for bidder’s proposal is received nor if bidder’s proposal is made available to the public. This form, and any additional justification letters, are not exempt from release under FOIA.

**By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.**

**RFP Title: Mortgage Loan Subservicing Services**

**Signed by:**

Print/Type Name:

Company Name:

**Signature:** \_\_\_\_\_

Date: