



PUERTO RICO HOUSING
FINANCE AUTHORITY

PRHFA

GOVERNMENT OF PUERTO RICO

REQUEST FOR PROPOSALS FOR SYSTEM SOLUTION ON THE ADMINISTRATION OF SINGLE AND MULTI-FAMILY MORTGAGE LOAN

**ISSUED BY THE PUERTO RICO HOUSING FINANCE
AUTHORITY Wednesday, May 7, 2025**

**PROJECT INQUIRIES MUST BE RECEIVED BY: THURSDAY, MAY 15, 2005, AT 4:00 P.M.,
BY EMAIL: RFPservicing@afv.pr.gov**

PROPOSAL'S DEADLINE FOR RESPONDENTS: TUESDAY, JUNE 3, 2025, AT 4:00 P.M.,

ONE (1) ORIGINAL, TWO (2) COPIES, AND ONE (1) USB OF EACH PROPOSAL SHALL BE

SUBMITTED TO:

In Person:

Banco de Desarrollo Económico
Recepción (Primer Piso),
Ave. Piñero #1903, San Juan,
Puerto Rico, 00920

By Mail:

Autoridad para el Financiamiento de la Vivienda
PO Box 71361
San Juan, P.R. 00936-8461

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Exhibit A – PRHFA's Loss Mitigation Policies

Exhibit B - Proposal Coversheet

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1. Invitation:

- 1.1. The Puerto Rico Housing Finance Authority (“PRHFA”) is issuing this Request for Proposals (“RFP”) to obtain proposals (“Proposals”) from highly qualified entities (“Proponents”) that have the expertise and ability to provide a system solution to service our single and multi-family mortgage loan portfolio.

2. PRHFA’s Background:

- 2.1. The Puerto Rico Housing Finance Corporation and the Puerto Rico Housing Bank and Finance Agency merged pursuant to Act 103 of August 11, 2001, as amended. The name of the entity was changed to Puerto Rico Housing Finance Authority (PRHFA) and its corporate structure remained as that of a subsidiary of the Government Development Bank for Puerto Rico.

- 2.2. PRHFA’s principal mission is to promote the development of low-income housing and provide financing, subsidies and incentives so that low to moderate income individuals may acquire or lease a safe and sanitary home. The programs available through the PRHFA for those purposes are:

- 2.2.1. Mortgage loans to developers for the construction, improvement, operation and maintenance of rental and for-sale housing for low to moderate income families;
- 2.2.2. Mortgage loans to citizens of low and moderate income;
- 2.2.3. Mortgage Loan Insurance Program (Act No. 87);
- 2.2.4. Disposition of repossessed properties;
- 2.2.5. Housing subsidy programs aimed at boosting home purchases;
- 2.2.6. Section 8 program of the U.S. Housing Act (PHA).

- 2.3. In addition, the PRHFA is:

- 2.3.1. A Performance Based Contract Administrator (PBCA) for HUD’s project-based subsidy contracts for 171 Section 8 projects in Puerto Rico;
- 2.3.2. An administrator of the HOME Investment Partnerships Program since 2010;
- 2.3.3. Puerto Rico's State Credit Agency for the Low-Income Housing Tax Credit program under Section 42 of the U.S. Internal Revenue Code, as amended;
- 2.3.4. Responsible for the Puerto Rico Community Development Fund, a community Development Entity participating in the New Markets Tax Credits Program of the U.S. Treasury Department. This tax credit program helps provide financing for for-sale housing projects in the Commonwealth of Puerto Rico.

- 2.4. PRHFA has streamlined and brought new efficiencies to the process of administering the development of housing at all levels. Our new organization and trust have allowed it to effectively direct the housing programs championed by the government in recent years.

3. Portfolio Description:

- 3.1. As of January 31, 2025, PRHFA’s loan portfolio totaled approximately \$147.8 million in principal balance and contained approximately 5,987 loans. The loan portfolio is divided into 7 sub-portfolios, distributed as follows:

Investor	Portfolio Description	Loan Count	Unpaid Principal Bal
AFV001	Current Single-Family Loans	845	37,938,939
AFV002	Nuevo Hogar Seguro-Mortgage	262	1,829,302
AFV003	PEC (Fund 3525)	4,451	48,573,216
AFV006	AFV New Production (Conforming MB)	389	21,412,585
AFVMF1	AFV - Multifamily Loans	17	37,260,193
AFVMF2	Multifamily Loans (Escrow Only)	4	-
AFVRep	AFV - Loans out of services	19	757,617
Grand Total		5,987	147,771,852

4. Key Events/Dates:

- 4.1. Provided below is the schedule for milestones in this RFP process, listed in order of occurrence. PRHFA reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion. In the event of such a date change, a revised timeline will be posted to the PRHFA website (<http://www.afv.pr.gov>).

RFP Publication:	WEDNESDAY, MAY 7, 2025
RFP Question Deadline:	THURSDAY, MAY 15, 2025
RFP Question Response:	MONDAY, MAY 19, 2025
RFP Proposals Due:	TUESDAY, JUNE 3, 2025

5. Scope of Services:

- 5.1. The Proposals must include the following services:

5.1.1. **Adaptability and Continuity:** System tool to provide PRHFA the capability to continue servicing mortgage accounts, escrows, collections, and loss mitigation. System must be in compliance with residential mortgage loans local and federal rules and regulations requirements, including but not limited to the following area: (i) The collection of all payments called under the terms and provisions of the Mortgage; (ii) Proper application of all sums collected; (iii) Maintain adequate books and records of all sums collected; (iv) Establish escrow accounts for the payment of all mortgage related local taxes and insurances; (v) Manage insurance requirements related to hazard and flood insurances, and private mortgage insurance, when applicable; (vi) Collection of delinquent accounts to minimize mortgagee losses; (vii) Collection shall include all management, accounting, assessments and regulatory duties of a Single and Multi-Family Mortgage Loan Servicer; (viii) Adequate control

on customer service records, including but not limited to capacity to retain client/servicer comments and historical information.

- 5.1.2. **Loss Mitigation:** The system tool must have the capability to manage loss mitigation programs established for a full range of solutions that may avert either the loss of a debtor's property to foreclosure, increased costs to the lender, or both. Loss mitigation commonly consists of general types of agreements, or a combination of them. PRHFA has established its own Loss Mitigation Policy (included in the Spanish language as Exhibit A). The system must provide servicers with the option to implement all loss mitigation programs included in the PRHFA Loss Mitigation Policy and must be able to comply with all related federal and local regulations pertaining to the proposed services. PRHFA may amend the policy during the term of the loan servicing agreement.
- 5.1.3. **Foreclosure:** PRHFA is seeking a tool to allow servicers to engage in foreclosure processes in addition to Loss Mitigation and Account/Escrow and Collections efforts. The proposer must be able to: (i) Allow engaging in efficient foreclosure process; (ii) Bring capability to effectively communicate with law firms, including the creation of monthly progress reports that shall include property's inventories and status.
- 5.1.4. **Reports:** System must provide servicer the ability to generate the following monthly reports: *Flow Rates by Investor Code; Roll Rates by Investor Code; Loan Status Reports; Default Loans Reports-Delinquency Trends; Collection Activity Reports- Activity /Remittance Journal; First Payment Default Reports Request for Proposals; Bankruptcy Reports-Detail and status of all claims for the related Due Period; Escrow Account Reports-Detail of Escrow transactions; Loss Mitigations Reports; Loan Cancellation Reports; Partial Payment Reports; New Loans Reports-Loans added report; Evictions Reports; Assets Marketing Reports;* and any other report PRHFA may deem necessary.
- 5.1.5. **System Requirements and Technical Specifications:** Applies for web applications, SaaS and Client Servers. Must be compatible with Windows Server 2019; Internet Information Services (Windows IIS); SQL Server 2017; Clients: X64 based PC with Windows 10 Enterprise; Processor: Intel Core I5 and I7 with a minimum of 8 GB of RAM Memory; Google Chrome and Windows Edge Browsers.
- 5.1.6. **Security:** Effective patch management control and distribution; Application code must be updated with the best practices in industry; Independent client portal from the operational application; the system must permit, access through security certificate, multifactor authentication, and password complexity to login.
- 5.1.7. **Infrastructure and Privacy:** The data that is in the Cloud is susceptible to vulnerabilities, therefore, the system must provide the mechanism to protect the

privacy of the data and all citizen-facing services and data must be primarily hosted in the cloud with on-premises redundancy.

5.1.8. **Availability:** 99% System availability and maintenance must be coordinated with customers.

5.1.9. **Integration:** System must be capable of integrating with other on premises applications and cloud systems.

6. **Proposal Requirements:**

6.1. The following are the submission requirements for all proposals to this RFP. PRHFA, through its Evaluation Committee ("EC"), reserves the right to reject any proposal that is deemed incomplete or unresponsive to the RFP requirements. PRHFA also reserves the right to reject all proposals for any reason or for no reason.

6.2. In evaluating the capabilities of the Proponent, PRHFA may utilize any and all information available to them (including information not provided by the Proponent). Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Proponent, and demonstrate the Proponent's capability to satisfy the requirements and objectives set forth in this RFP.

6.3. Each complete Proposal must contain the following elements:

6.3.1. **Proposal Coversheet:** Provided as Exhibit B.

6.3.2. **Letter of Transmittal:** This is a standard business letter on company letterhead containing a statement that the person signing the proposal is authorized to make commitments and legally bind the proponent, a statement that you have read, understood, and agreed to all provisions of this RFP, a summary of any alterations to the RFP's terms and conditions, identification of all amendments to the RFP received by the proponent, if no amendments have been received, a statement to that effect must be included, a certification that all information in the proposal is accurate and stipulation that the proposal will remain valid for ninety (90) days as of RFP due date.

6.3.3. **Qualifications and Experience:** Include any significant information to support the proponent's experience, knowledge, capacity, qualifications to serve as system provider for PRHFA's single and multi-family mortgage loan portfolio.

6.3.4. **Organizational Structure:** Description of the proponent's organizational structure, including a list of business lines in which it engages, the ownership structure, including a list of its principals and staffing, with particular emphasis on loan servicing department.

- 6.3.5. **Description of Services:** Brief description of the proponent's tool for Loan Servicer, report any changes in the Proponent's loan servicing system during the last three (3) years and discuss how these changes are following the applicable regulations and provide a description of the proponent's loan servicing upgrade system in detail. Describe any additional factor which is important in considering the inclusion of the proponent's system tool to PRHFA's Loan Servicing for its single and multi-family mortgage loan servicing.
- 6.3.6. **Customer Service:** Describe the proponent's presence in Puerto Rico, including offices maintained throughout the island, number of offices that will provide customer support to PRHFA's single and multi-family mortgage loan clients, and the number of staff in each of those offices.
- 6.3.7. **Legal Claims:** Provide a list and description of any proceedings known of or pending by any governmental authority against the proponent, including but not limited to, any anticipated proceedings, rule or order relating to a violation or alleged violation by the proponent of any federal or state statute or regulation pertaining to the system provider for mortgage loan servicing services by the proponent. Provide a list of all rule violations and/or fines imposed on the proponent during the last 24 months in connection with the scope of services requested through this RFP.
- 6.3.8. **Conflict of Interest:** Disclose any existing or contemplated relationship with any other person or entity which would constitute an actual or potential conflict of interest in connection with your rendering services detailed in this RFP. If a conflict does or might exist, please describe how the proponent would resolve the conflict.
- 6.3.9. **References:** Provide three (3) references, including the following information: (i) Name of individual; (ii) Title; (iii) Name of Firm; (iv) Telephone Number and (v) Email Address.
- 6.3.10. **Financial statements:** Include previous three (3) years of audited financial statements.
- 6.3.11. **Adaptability:** Provide an estimated time to transfer loans from the current system to your solution: (i) Detail procedure on transfer of loans; (ii) Balancing procedures; (iii) Trainings and (iv) System requirements.
- 6.3.12. **Compensation:** System Loan Servicing Initial cost, monthly Fees, additional fees, and Proponents must provide all variables on the rule of engagement.
- 6.3.13. **General Instructions:** Please provide the information in the same order in which is requested. The Proponent's proposal must contain sufficient information to assure PRHFA of its accuracy.

7. Term of Engagement:

7.1 The engagement term will run for a four (4) year period. PRHFA, at its discretion, may exercise its option to extend the engagement period for up to three (3) additional one-year terms. Extensions will be PRHFA's sole option and will be contingent upon an evaluation of the selected Loan Servicer's performance, among other factors.

8. Selection Criteria:

8.1. Proposals will be evaluated by an Evaluation Committee ("EC") appointed by the PRHFA's Executive Director.

8.2. The loan servicing agreement is subject to the recommendation of the EC, approval by PRHFA's Executive Director, and ratification of PRHFA's Board of Directors.

8.3. The proposals will be evaluated using the following evaluation breakdown:

Criteria	Possible Points/Score
7.3.1 System capability to Account / Escrow Servicing and Collections	25
7.3.2 System capability to manage Loss Mitigation and Foreclosure	20
7.3.3 System capability to generate Reports	20
7.3.4 Proposal's Financial Impact to PRHFA	25
7.3.5 Proponent Financial Soundness and Experience	10
Total	100

8.4. When evaluating the Proposals, PRHFA reserves the right to:

8.4.1. Accept or reject any proposal, in whole or in part, received as a result of this RFP and to waive minor irregularities, or cancel the entire RFP process.

8.4.2. Request from any proponent additional information or require revisions to, corrections of, or other changes to any proposal submitted as a condition to giving it any further consideration.

8.4.3. Accept any proposal as submitted, without negotiations.

8.4.4. Negotiate separately with any proponent, in any manner necessary to serve the best interest of PRHFA.

8.4.5. Issue a revised RFP or portion thereof containing, among other things, any matter, offer, condition, or enhancement obtained from, proposed, or suggested by any proponent during the course of negotiations, and solicit the best and final offer from any proponent.

- 8.5. Proponents shall have no rights, nor claims against the PRHFA or its employees or consultants arising at any stage of the evaluation and selection of the Proposals, or from the fact that PRHFA does not select any proposal. It is understood that all Proposals will become part of the official file of this RFP, without any obligation from the PRHFA to return any proposal, so that a record can be kept for auditing purposes.
- 8.6. The selected proposal shall be the one that complies with the requirements, specifications, terms, conditions, and RFP instructions, and is considered by PRHFA to be the most favorable. The award of the proposal shall not be officially final and binding until the corresponding contract is executed.
- 8.7. The contents of the selected proposal will be considered part of the proponent's contractual obligations. Proponents must be advised that this RFP, their proposal, and any other written representations submitted with their proposal, may be made part of the contract. Failure to do so will result in the cancellation of the award.

9. Loan Servicing System Agreement Negotiations:

- 9.1. After the evaluation of the Proposals, PRHFA intends to conditionally designate the Selected Proponent in order to enter into a loan servicing agreement. An alternate Proponent might be selected in the event an agreement cannot be reached with the Selected Proponent in a timely manner. The loan servicing agreement will be subject to contract laws of the Commonwealth of Puerto Rico and to final recommendation of the EC, approval of PRHFA's Executive Director, with the ratification of PRHFA's Board of Directors.

10. Proposal Procedure:

- 10.1. One (1) original, Two (2) copies, and one (1) USB, with the electronic version of the proposal, must be submitted on a sealed envelope identified by "**PRHFA MORTGAGE LOAN SERVICING RFP**" to the attention of: CARMEN ARROYO CASIANO, auxiliary executive director of Department of Administration, and received by the PRHFA on or before TUESDAY, JUNE 3, 2025, from 10:00 AM until 4:00 PM. Such proposals must be delivered to the following address:

In Person:

Banco de Desarrollo Económico
Recepción (Primer Piso),
Ave. Piñero #1903, San Juan,
Puerto Rico, 00920.

By Mail:

Autoridad para el Financiamiento de la Vivienda
PO Box 71361
San Juan, P.R. 00936-8461

PROPOSALS RECEIVED AFTER THE ABOVE DATE WILL NOT BE CONSIDERED.

10.2 THE POSTMARK OF A PROPOSAL SENT BY MAIL MUST CLEARLY REFLECT THAT IT WAS SENT BEFORE THE DEADLINE DATE, THAT IS, ON OR BEFORE TUESDAY, JUNE 3, 2025, OR WILL NOT BE CONSIDERED.

11. RFP Inquiries:

- 11.1 PRHFA will accept written questions via email from prospective Proponents regarding the RFP. Please submit questions to: RFPservicing@afv.pr.gov.
- 11.2 Written questions must include the requestor's name, e-mail address, and the proponent represented. All written questions must be received by Thursday, May 15, 2025, at 4:00 p.m. A response to all appropriate questions will be posted on the PRHFA website (<http://www.afv.pr.gov>) on Monday, May 19, 2025.

12. Cost of Proposal Preparation:

- 12.1 Proponents will bear the entire cost of the preparation of their proposals and related presentations. Proponents will not collect proposal preparation charges in the event of the cancellation of this RFP.

13. Communications Restrictions:

- 13.1 All written questions must be submitted electronically to the following E-mail address: RFPservicing@afv.pr.gov
- 13.2 From the date this RFP is issued to the date a proponent is selected and announced, all contact related to this RFP between Proponents participating in this procurement and PRHFA staff are prohibited.
- 13.3 No information about the evaluation process will be provided after the Proposals are submitted until the selection, if any, is made.

14. Contract Requirements:

- 14.1 The selected proponent must sign a written contract with the PRHFA. The contract will supersede all other agreements, either oral or written, between the parties with respect to the project, and shall contain all covenants and agreements applicable to the objectives and requirements previously described on this RFP, and those applicable to any governmental contract.
- 14.2 The selected proponent must submit all required documents to the PRHFA to formalize a contract. Please refer to Exhibit C for the documentation required.

15. Insurance Requirements:

- 15.1 The selected proponent must, when requested by the PRHFA and prior to the signage of any contract, furnish and file, in form satisfactory to and with sureties approved by PRHFA, applicable insurance and bonds.

16. Confidentiality:

- 16.1 Throughout this RFP process, potential Proponents will gain access to information considered confidential by the PRHFA. The confidential information includes this RFP, and all information and materials relating to the business and process of PRHFA. By

accepting this RFP, Potential Proponents understand and agree that the confidential information furnished hereunder must be used solely for the purpose of responding to this RFP.

- 16.2 Proponents and PRHFA understand that the Proposals are confidential until the selection process is completed. In order for PRHFA to treat specific documents, pricing or any other information (financial statements) pertaining to a proponent's business as confidential, the proponent should appropriately mark the relevant documents and must be submitted in a separate sealed envelope identified as "CONFIDENTIAL".

17. Reconsiderations and Review:

- 17.1 Any current or prospective provider who is affected by a determination of a procurement process for goods and services for small purchases or major purchases through auctions or RFPs has the right to file a reconsideration or review request as established in Section 3.19 of the Uniform Administrative Procedure Act of the Government of Puerto Rico (Act 38-2017, as amended).

The party adversely affected by a decision may present a motion for reconsideration before the PRHFA's EC by email (RFPservicing@afv.pr.gov), within a period of ten (10) days from the date of notification of the award of the proposal. The PRHFA must consider the motion for reconsideration within ten (10) business days of being presented. If any determination is made in its consideration, the term to file the appeal for judicial review will begin to run from the date on which a copy of the notification of the PRHFA decision resolving the motion for reconsideration is filed in the records. If the date of filing in the records of the copy of the notification of the order or resolution is different from the date of deposit in the ordinary mail or of the sending by electronic means of said notification, the term will be calculated from the date of deposit in the ordinary mail or sending by electronic means, as appropriate. If the PRHFA does not take any action in relation to the motion for reconsideration within ten (10) days of being presented, it will be understood that it has been rejected outright, and from that date the term for the judicial review will begin to run.

If the PRHFA accepts the request for reconsideration within the term provided for it, it must issue the resolution in reconsideration within thirty (30) days following the filing of the motion for reconsideration. If the PRHFA accepts the motion for reconsideration but fails to take any action in relation to the motion within thirty (30) days of it being filed, it will lose jurisdiction over it and the period to request judicial review will begin to run from the date of expiration of said thirty (30) day period. The PRHFA may extend said term only once, before it ends, for an additional term of fifteen (15) days.

In case that the PRHFA issues a Resolution regarding the reconsideration request, it will indicate the right to appeal in Judicial Review in accordance with the provisions of the Act 38-2017, as amended.

EXHIBIT A



GOBIERNO DE PUERTO RICO

Autoridad para el Financiamiento de la
Vivienda de Puerto Rico

Política de Cobro y Mitigación de Pérdidas para Préstamos Hipotecarios Unifamiliares

Aprobado: 3 de octubre de 2018

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I. Introducción

La División de Mitigación de Pérdidas y Ejecuciones estará a cargo de proveer alternativas de mitigación de pérdidas, referir préstamos a ejecución, efectuar cobros y manejar casos de deudores en quiebra. Como parte de estos esfuerzos es necesario proveer el marco conceptual en que la Autoridad manejará las gestiones de cobro y mitigación de pérdida de los préstamos hipotecarios Unifamiliares que administra. Para ello, la Autoridad establece la Política de Cobro y Mitigación de Perdidas para Préstamos Hipotecarios Unifamiliares (en adelante la "Política"), la cual se define a continuación.

II. Propósito

El propósito de esta Política es establecer el marco de referencia bajo el cual se manejarán las gestiones de cobro y mitigación de pérdidas de los préstamos hipotecarios Unifamiliares morosos administrados por la Autoridad. Los procesos para cumplir con estas políticas estarán definidos en los procedimientos correspondientes.

III. Aplicabilidad

Todo el personal de la División de Mitigación de Pérdidas, Cobros y Ejecuciones, la División de Administración de Préstamos, y toda aquella unidad operacional de la Autoridad que brinde servicios directamente a dicha división, deberán observar lo establecido en esta Política. La misma aplica a todos los préstamos con garantía hipotecaria que pertenezcan o sean administrados por la Autoridad.

IV. Definiciones

- A. **ADMPREST:** División de Administración de Préstamos. Está a cargo de la administración de los préstamos hipotecarios unifamiliares originados, adquiridos o servidos por la Autoridad.
- B. **Autoridad:** Autoridad para el Financiamiento de la Vivienda de Puerto Rico.
- C. **Deudor hipotecario:** Cliente/Prestatario.
- D. **Consumer Financial Protection Bureau o CFPB:** Agencia reguladora y encargada de supervisar los productos y servicios ofrecidos a los consumidores financieros. Se

divide en varias unidades incluyendo investigación, asuntos de la comunidad, quejas de consumidores, la Oficina de Crédito Justo y la Oficina de Oportunidades Financieras. Estas unidades trabajan en conjunto para proteger y educar a los consumidores acerca de los diferentes productos y servicios disponibles.

- E. **Informes de Morosidad:** Informes sobre préstamos morosos a las partes interesadas, como la Autoridad, compañías aseguradoras e inversionistas, entre otros.
- F. **LOSSMIT/COBROS -División de Mitigación de Pérdidas, Cobros y Ejecuciones**
- G. **Modificación:** Cambio permanente en uno o más de los términos del préstamo, permite que el préstamo sea reinstalado, resultando en un pago que se acomode a la realidad económica del deudor.
- H. **Moratoria:** Permite al deudor, por medio de un acuerdo escrito, la reducción o suspensión del pago mensual por un término determinado.
- I. **Plan de pago:** Acuerdo escrito de pago entre el *Servicer* y el deudor, el cual permitirá de cumplir con el mismo, reinstalar su préstamo (ponerse al día).
- J. **Préstamo Moroso:** Préstamo hipotecario cuyos pagos estipulados en el pagaré hipotecario no han sido cumplidos por el deudor hipotecario.
- K. **Préstamo Nuevo:** Préstamo hipotecario con seis (6) meses o menos desde la fecha de origen por un acreedor hipotecario.
- L. **Reclamación:** Solicitar a la compañía de seguro hipotecario reembolso o repago sobre una hipoteca que ha entrado en morosidad.

V. Política de Cobro y Mitigación de Perdidas

A. Préstamos nuevos

La Autoridad se asegurará de cumplir con el proceso establecido para verificar la identidad y la información provista por el cliente al área de Cierre para las nuevas hipotecas.

B. Préstamos en atrasos

La Autoridad se asegurará de:

1. Aplicar los procedimientos establecidos y las estrategias de cobro a todos los préstamos hipotecarios que estén atrasados.

2. Cumplir con toda ley o reglamento federal o estatal relacionado con el manejo de préstamos hipotecarios morosos, incluyendo pero sin limitarse a *CFPB, Fair Debt Credit Act*, entre otros.
3. Analizar todo préstamo para determinar la causa del atraso y determinar si es una condición temporera o permanente.
4. Investigar o Determinar la intención y habilidad del deudor hipotecario en el repago de la hipoteca.
5. Notificar y orientar a los clientes sobre la disponibilidad de asesoría crediticia para dueños de viviendas, y explicar las opciones de asesorías crediticias por agencias sin fines de lucro. La Autoridad deberá proveer al deudor hipotecario la información de contacto de estas agencias.
6. Notificar y orientar a los clientes con dificultades financieras que interesen mantener su propiedad sobre la disponibilidad de las alternativas de mitigación de pérdida disponibles.
7. Otorgar a todos sus deudores hipotecarios la oportunidad de solicitar un plan de mitigación de pérdidas, incluso después de haber referido el préstamo para ejecución de hipoteca. Si aplica el ofrecimiento de un plan, este debe tener un lenguaje claro e indicar que la Autoridad ha enviado previamente el formulario de mitigación de pérdida para que el deudor hipotecario lo utilice como parte de su solicitud.
8. Asegurar que se hayan realizado todas las opciones de mitigación de pérdida y todos los esfuerzos para llegar a un acuerdo con el deudor para cubrir la morosidad, según los procesos establecidos por la Autoridad.
9. LOSSMIT/COBROS debe estar en cumplimiento con las técnicas de cobro establecidas en los procedimientos vigentes y con los estándares establecidos en el *Fair Debt Collections Act of 1977*.
10. La Autoridad no referirá ningún caso para acción legal, sin antes haber aplicado las opciones de Plan de Pago, Moratoria y Modificación, conforme a los procedimientos vigentes.
11. Cumplir con todos los procesos de cobro de dinero y de ejecución hipotecaria para asegurarse que no se haya incurrido en ninguna práctica discriminatoria.

12. Informar a las agencias de crédito el historial de pago de todos los clientes hipotecarios, según requerido por las Leyes y Reglamentos aplicables.

C. Préstamos administrados

La Autoridad se asegurará de cumplir con el proceso establecido para monitorear la cartera de préstamos a fines de identificar prontamente los préstamos cuyo pago no haya sido recibido, para así de esta forma poder comenzar el proceso de cobros establecido en la Autoridad. A su vez cumplirá con mantener una comunicación de forma empática y expresar el deseo de ayudar.

D. Quiebras

La Autoridad cumplirá con todos los procedimientos establecidos por la Corte de Quiebras, y mantendrá un contacto razonable y prudente con los síndicos. Además se revisará mensualmente el Boletín de Quiebras para identificar aquellos clientes que se hayan acogido a este remedio. No se hará gestiones de cobro ni acercamientos, a menos que la quiebra haya sido desestimada.

E. Reclamaciones a pólizas de seguros

La Autoridad solicitará y procesará toda la documentación necesaria para el reembolso o repago de reclamaciones de los seguros hipotecarios atados a los préstamos, luego de la ejecución o la dación en pago. . Así también toda reclamación a las pólizas de seguro *Hazard* en caso de pérdidas o daños en la propiedad hipotecada.

VI. Código de Conducta

Los representantes de la Autoridad no asumirán conductas que puedan ser interpretadas como acoso, opresivo o abusivo, de cualquier tipo o forma, en contra de cualquier deudor hipotecario o persona relacionada al cobro de deuda.

Los representantes de la Autoridad no harán representaciones falsas ni engañosas en relación con el cobro de cualquier deuda.

EXHIBIT B: PROPOSAL COVERSHEET

Name of person, company, or organization:	
Type of entity (e.g., sole proprietorship, partnership, corporation, non-profit, public agency).	
Federal Tax ID Number	
SAM UEI	
Company's Website	
Name of a contact person	
Contact Person's Address	
Contact person's telephone number(s)	
Contact person's email address	

By signing this Cover Page, I hereby attest: that I have read and understand all terms listed in the RFP; have read and understand all terms listed in this proposal; that I am authorized to bind the entity named in this agreement; and that if this proposal is accepted, I am authorized and able to secure the necessary resources to comply with all terms listed in the RFP as published by the PRHFA, including any amendments thereto.

Authorized Representative Name

Authorized Representative Signature

Date

EXHIBIT C:
CONTRACT FORMALIZATION DOCUMENTATION REQUIRED

1. Proposal or Quotation;
2. Sworn Statement (Act 2-2018);
3. Resumé or Company Profile;
4. Current Professional Licenses, as well as any evidence showing that the individual or legal entity (including partners and shareholders) are authorized to exercise their profession in Puerto Rico and to provide the services requested, if applicable;
5. Corporate Resolution of authorized signatures to sign the contract (Corporations only);
6. Certificate of Incorporation or Existence of the entity;
7. Current Certificate of Good Standing of the entity;
8. List of current contracts with other PR Governmental Agencies, if any;
9. Registry of Technology Providers, if applicable;
10. Applicable Insurances with Hold Harmless Agreement, 30-day prior notice of cancellation, and Puerto Rico Housing Finance Authority as “Additional Insured”, for example Commercial Liability, Automobile Liability, Employer’s Liability, Professional Liability.
11. Oficina de Gerencia y Presupuesto - Certification of Legal Entities (For Professional Services contracts for the amount of \$250,000.00 or more).
12. Form “Authorization for the Use of Information from an individual or a Legal Entity”.
13. AFFIDAVIT of NO CONVICTION. A sworn statement indicating that the proponent has not been convicted at the state or federal level for violating the public interest and that at the time of executing the contract, said proponent is not aware of being investigated by any state or federal entity.
14. Administration for Child Support Enforcement - Administración para el Sustento de Menores (ASUME):
 - Negative Certification Child Support or Certification of Statement of Account (individuals only)
 - Certification of Compliance Statement (corporations and partnerships only).