

REQUEST FOR PROPOSAL ("RFP")
FOR
Single Family Third Party Auditor

ISSUED BY:

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

September 24, 2010

Proposals must be submitted no later than 3:00 p.m., CST

October 8, 2010

**For further information, and to provide your e-mail address to receive updates
regarding this RFP, contact Bev Smith, bev.smith@wheda.com**

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1.0 Guidelines for Request for Proposals

1.1 Description of WHEDA

WHEDA was created in 1972 by the Wisconsin legislature (Chapter 234, of the Wisconsin Statutes) to provide and promote an adequate supply of housing for persons and families of low and moderate income throughout Wisconsin. WHEDA's mission has expanded to include financing for economic development (primarily loan guarantees) and agribusinesses.

WHEDA is not a state agency, but rather is a "public body corporate and politic." Its operating budget is not included in the state budget and is not subject to legislative appropriation. As of June 30, 2010, WHEDA had 166.15 full-time equivalent ("FTE") employees, an operating budget of \$18.9 million, and an annual capital budget of \$205,000. Revenues to finance its operating and capital budgets are derived primarily from interest earnings on loans, investments of assets, and administrative fees.

Most of WHEDA's programs are funded from proceeds of tax-exempt and taxable bonds. Other sources of funding include WHEDA's general fund monies that are available after setting aside required reserves, and funds made available by the legislature for certain agricultural and economic development programs administered by WHEDA.

There are twelve members of WHEDA, who together function like a corporate board of directors. WHEDA's Executive Director, who is appointed by the Governor, acts as its chief executive officer.

1.2 Purpose/Description of RFP

The purpose of this Request for Proposal (the "**RFP**") is to obtain proposals from companies interested in being retained by WHEDA to perform a post-closing audit of WHEDA's portfolio of single-family residential first and second mortgage loans.

WHEDA currently offers the WHEDA Fannie Mae Advantage loan product to its lending partners. In the fall of 2010, WHEDA plans to add the WHEDA FHA Advantage loan product to its suite of products, with future plans to continue to develop mortgage loan products that fill a market need for first-time home buyers. In addition, WHEDA offers two second mortgage loan products, the WHEDA Home Improvement Advantage and the WHEDA Easy Close Advantage loan.

WHEDA Advantage origination volume for the period of July 1, 2010 to June 30, 2011 (WHEDA's fiscal year) is projected to total approximately \$315 million, with approximately \$290 million being conventional conforming loans sold to Fannie Mae.

Currently, we are tracking at only 20% of budget after one month of the Fiscal Year, with hopes that programmatic changes will get us back on budget. We have \$1 million (100 loans) set aside for WHEDA Home Improvement Advantage loans, \$1.25 million (approximately 300 loans) set aside for the WHEDA Easy Close Advantage and \$212,000 (approximately 42 loans) set aside for Workforce Advantage loans. Servicing is retained by WHEDA on its Fannie Mae Advantage and second mortgage loan programs.

WHEDA will select one (1) Respondent to serve as its Third Party Audit contractor

1.3 Selection Schedule

RFP Release: Friday, September 24, 2010.

Proposals Due: Friday, October 8, 2010 (by 3:00 p.m., central time).

Evaluations Completed and Contract Announcements Made: November 1, 2010.

Written proposals in response to this RFP must be received no later than 3:00 p.m., central time, Friday, October 8, 2010, at the following address:

Beverly Smith, Program Specialist
Wisconsin Housing and Economic Development Authority
201 West Washington Avenue, Suite 700
P.O. Box 1728
Madison, WI 53701-1728

The above schedule is subject to change upon written notice from WHEDA. Schedule changes and/or other RFP revisions, including date, time and place changes, will be sent by e-mail to all Respondents which provide WHEDA with an e-mail address. Questions Respondents may have should be sent to bev.smith@wheda.com by October 4, 2010 b 3:00 p.m., central time. Proposals delivered after the date and time due will not be considered and will be returned unopened. Respondents may verify times and dates by e-mail, as provided above.

Requests for further information or questions regarding this RFQ should be addressed only to Beverly.smith@wheda.com. UNAUTHORIZED CONTACT REGARDING THIS RFP WITH ANY OTHER WHEDA REPRESENTATIVE MAY RESULT IN DISQUALIFICATION. Any oral communication will be considered unofficial and non-binding on WHEDA.

1.4 Contract Term

WHEDA will select one (1) Respondent as the Contractor. The contract between WHEDA and the Contractor shall be for up to three (3) years from the date of the execution of the contract. Extensions of the contract terms may be granted annually upon joint written approval of WHEDA and the Contractor.

1.5 Subcontractors

The use of Subcontractors is only allowed if the Contractor has been given prior written approval by WHEDA. If a Respondent plans to use Subcontractors, this must be clearly explained and priced separately in the proposal. However, the Contractor will be responsible for contract performance, whether or not Subcontractors are used.

1.6 Right to Reject Proposals and Negotiate Contract Terms

WHEDA reserves the right to reject any and all proposals and to negotiate the terms of the contract with the selected Respondent prior to entering into a contract. If contract negotiations cannot be concluded successfully with a selected Respondent, WHEDA may negotiate a contract with the next-ranked applicant.

1.7 News Releases

News releases pertaining to this proposal shall not be made without prior approval of WHEDA. WHEDA does not plan to issue a news release or engage in any promotion as a result of this RFP.

1.8 Recordkeeping and Record Retention

The Respondent shall establish and maintain adequate records of all expenditures incurred under the contract. WHEDA shall have the right to audit, review, examine copy and transcribe any pertinent records or documents relating to any contract resulting from the RFP held by the Respondent. The Respondent will retain all documents applicable to the contract for a period of not less than seven (7) years after final payment is made.

1.9 Affirmative Action

Respondents must submit as part of their proposals, and if awarded a contract agree to be bound by, an affirmative action plan conforming to applicable Wisconsin law.

1.10 Non-Discrimination Against Employees or Applicants for Employment

In each contract, the Contractor must agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, marital status, physical condition, arrest or conviction record, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor must further agree to take affirmative action to ensure equal employment opportunities and to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

1.11 Termination of Contract

WHEDA reserves the right to cancel a contract in whole or in part if performance is not made in accordance with the terms specified. No suspension or termination will affect any expenditures or legally binding commitments made prior to receiving notice of suspension or termination. Upon suspension or termination, the disposition of unexpended funds will be subject to WHEDA's discretion.

1.12 Evaluation Criteria/Project Scope

All proposals submitted by Respondents and accepted will be reviewed by an evaluation committee and scored against the criteria stated below. The committee may review references, may request oral presentation, or may conduct an on-site visit of top scoring Respondents and use the results in assigning final scores to top scoring proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

- 50 points a. Cost
- 30 points b. Experience
- 10 points c. Customer Service
- 10 points d. Value Added Services

100 POINTS TOTAL

Cost. Respondents should fully review the WHEDA Advantage Origination Guide ("Origination Guide") and forms. <http://www.wheda.com/root/MortgageLenders/> Respondents should provide the methodology (scope of work) behind the post closing audit and provide information relating to the cost. In addition, Respondents should provide a list of other cost items, such as shipping and handling, document retention and destruction, management reports, individual case summary reports, trending reports, electronic document delivery, credit document reverification, review of WHEDA specific documents. (50 points)

Experience. Respondents must be knowledgeable of all federal laws that impact mortgage lending, i.e. Fair Housing Act, ECOA, HMDA, FCRA, RESPA, TILA, NFIA, and be knowledgeable of Fannie Mae, Freddie Mac, Ginnie Mae, FHA, VA and USDA quality control requirements. Respondents who have experience with State Housing Finance Authorities will score best in this category. (30 points)

Customer Service. Respondents should provide information regarding audit response turnaround times and any other information necessary to help WHEDA better understand overall responsiveness. Respondents should provide information regarding their capability of secure electronic data delivery and secure email. Respondents should provide the name, title, location and contact information, and resumes of individuals that WHEDA will deal directly with for account management. Respondents should agree to meeting annually, in person, to discuss the overall performance of the Authority and how we compare to our peers. (10 points)

Value Added Services. Respondents should include information on other services they offer that might be of value to WHEDA, i.e. mortgage loan repurchase reviews and rebuttal letters, pre funding audit, servicing audit, etc. along with itemization of cost. (10 points)

1.13 Notification of Award(s)

Each Respondent will receive written notice by e-mail stating to whom WHEDA intends to award the contract (the Contractor).

1.14 Rejection of Proposals; Costs

WHEDA reserves the right to accept or reject any or all responses to this RFP, waive minor informalities and to accept only the most qualified proposal. The determination of whether an RFP condition is substantive shall reside solely with WHEDA. WHEDA reserves the right to reject any proposal if it is unresponsive to the RFP requirements or fails to fully disclose requested information.

1.15 Confidentiality

During the course of preparing your response, a Respondent may learn trade secrets or otherwise have access to Authority proprietary and/or confidential information. A Respondent is not to share this information with others unless specific written permission from WHEDA is obtained. Respondents concerned with public disclosure of certain trade secrets or confidential information should be aware that once a provider is selected, all RFP responses become public record.

2.0 Preparing and Submitting the Proposal

2.1 Proposal Organization and Format

- a. Proposals must be formatted and tabbed in the exact form and numeric sequence described in Section 3.0 of this RFP. Additional information, if provided, should be added at the end of the proposal as exhibits.
- b. Proposals must be typewritten on 8-1/2" x 11" paper, single-side only.

2.2 Submitting the Proposal

- a. Submit three (3), left-side bound originals, and one (1) unbound copy, in a form suitable for photocopying, of all proposal material. Respondent's name, address, proposal title and proposal due date should be on the outside of the package.
- b. By submitting a proposal, proposers accept in all respects the conditions of this RFP, including, but not limited to, the following:
 - (1) All proposals will become the property of WHEDA and will not be returned.
 - (2) Late proposals will not be reviewed and evaluated, and will be rejected.
 - (3) Any restriction as to the use of proposal materials must be clearly indicated as proprietary. A requested

limitation or prohibition of use or release must be clearly identified in writing on a cover sheet. Blanket claims of proprietary submittal will not be honored. If a contract is entered into with the proposer, WHEDA shall have the right to use or disclose such proprietary information to the extent provided in the contract.

- (4) All proposals will be subject to the open records law of the State of Wisconsin, effective after the notice of intent to award or not to award is announced. Proposals will be available for public inspection at WHEDA. No proposal submitted to WHEDA can be marked as confidential, and any material so marked, by being included in the proposal, will be considered public record. Final scores for all applications will be subject to open records.
- (5) Top-scoring applicants may be asked to make oral presentations to clarify and verify the written proposals. If oral presentations are held subsequent to the receipt of the proposal, they will be held to clarify the proposal. WHEDA will schedule a time and location for each oral presentation. Should a Respondent refuse to make an oral presentation, this may result in the rejection of the proposal. Since oral presentations may not be held, Respondent's are cautioned to provide complete information within their applications.
- (6) WHEDA is not liable for any costs incurred by proposers, including, without limitation, costs related to the preparation of proposals, the oral interview and the contract execution process.

3.0 Proposal Requirements

3.1 Cover Page

A form for completing the Cover Page has been included in this RFP (see Attachment 1).

3.2 Table of Contents

The proposal Table of Contents will conform with the titles and numeric sequence of this Section 3.0.

3.3 Compliance with Travel Policy For Consultants and Code of Ethics for Paid Consultants

In this section of the proposal, state your willingness to adhere at all times to WHEDA's Travel Policy For Consultants and Code of Ethics for Paid Consultants (see Attachments 2 and 3). Additionally, you must state your willingness to adhere to any amendments of these policies and to submit any disclosures requested in the above policies upon acceptance of the proposal.

3.4 Description of Respondent

In this section of the proposal, state the type of Respondent, the location of the office, and the number of employees located in Wisconsin. If requested service is not performed in the location of the office provided above, please indicate the location of the office providing the service and the number of employees located in that office.

In addition, the Authority requires the following:

- a. Provide an employee profile showing the number of male, female, minority, and employees with disabilities by category, i.e. senior management, professional, technical and clerical.
- b. Enclose a statement of the Respondent's affirmative action policy.
- c. Describe the Respondent's degree of achievement of the affirmative action goals in the past twelve months.

3.5 Respondent References

Respondents must include in the proposal a list of at least three (5) references, including points of contact (name, address and telephone number). All references should be current. Prior to submittal of proposal, the Respondent should inform the named references that their names are being so listed. References may be contacted to determine the quality of work performed and personnel assigned to the project. The result of reference checks may be provided to reviewers to be used in scoring the written proposal. Reference checks will be held confidential by WHEDA.

3.6 Staff Qualifications

Provide resumes or position descriptions describing the educational and work experiences for each of the key staff who would be assigned to the WHEDA contract. Describe the role and responsibilities for each person who will participate in this project. Respondents should be very specific in describing their organizational chart for the project. It should include pertinent staff contact information and clearly show supervision of all staff assigned to the project.

3.7 Respondents Requirements

Before submitting a proposal, Respondents should make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the proposed contract. To be eligible to be awarded a contract under this RFP, a Respondent must:

- a. Provide a narrative describing the Respondent's experience and expertise in providing third party audit services. Include information regarding experience such as general volume of accounts with other financial institutions and State Housing Finance Authority's (HFAs)
- b. Provide a copy of the company's Quality Control Plan and Procedures.
- c. Provide a detailed plan relating to security of its file storage facilities relative to natural disaster, fire, fraud, theft, terrorism, and any and all events that would threaten the safety of stored files.
- d. Provide a copy of its Information Technology ("IT") security program/policies and business continuity plan. Since WHEDA will be reviewing the security program of finalists, each Respondent must also provide a contact as it relates to IT security program/policies and its business continuity plan.
- e. Provide the methodology (scope of work) behind an audit and the cost for a post closing audit of mortgage lending documents which includes WHEDA second mortgages and WHEDA specific documents, i.e. Borrower's Affidavit (Form 2), Residential Loan Application Addendum (Form 3), Federal Recapture Tax Acknowledgement (Form 4) and Lender's Warranty (Form 13).
- f. Provide a sample of audit reports, i.e. management, individual summary, trending.
- g. Provide a list of references.

3.8 Fixed-Cost Proposal

Indicate the itemized cost for a quality control audit with full reverifications using Attachment 4 as a guide.

3.9 Additional Services

If any of the value added services would be provided at a cost to the Authority, please provide a description and costs of those services.

3.10 Previous and Pending Claims

Submit a list of 1) pending criminal or civil suits, arbitrations or other legal actions or dispute in process against any entity or person comprising the proposer, if any, including any failure to complete a contract awarded to any proposer entity, and 2) previous criminal or civil suits, arbitrations or other legal actions or disputes against any proposer entity or person for claims commenced or concluded in the past five (5) years, if any. For each item on the list, briefly state the name and address of the party making claim(s) against the proposer entity; the case or other identification number and the body hearing the action or dispute, if any; the general nature of the action or dispute; the amount in controversy; and the present status of the matter.

Attachment 1

COVER PAGE

1. Identify RFP: _____
2. Name of Contractor: _____
Address: _____

3. Employer Identification Number of Contractor: _____
4. Name, Telephone Numbers and E-mail Address of Person Who Prepared Application:
Name: _____
Telephone Numbers: _____

E-mail Address: _____

Attachment 2

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY TRAVEL POLICY FOR CONSULTANTS (Based on Wisconsin Uniform Travel Schedule Amounts) July 1, 2008

The Wisconsin Housing and Economic Development Authority (the "Authority") is required by law, § 234.02(3m)(b), Wisconsin Statutes, to adhere to the State of Wisconsin Uniform Travel Schedule. All consultants to the Authority must keep their expenditures, while on travel status, within those guidelines. This document provides basic details concerning travel policies and sets out administrative procedures to implement them.

The Authority will not approve payment for any travel expense which exceeds the maximum Uniform Travel Schedule Amount, except in unusual circumstances when accompanied by a receipt and a full explanation of the reasonableness of such expense. An "unusual circumstance" is defined as being outside the control of the consultant. An expense which exceeds a travel maximum is reasonable only when unavoidable additional expenses would be incurred by trying to adhere to the specified travel maximum.

Lodging

The maximum lodging rate for in-state travel is \$70 per night as of July 1, 2008, excluding sales and/or room taxes. The maximum lodging rate is \$80 per night for Milwaukee, Racine, and Waukesha counties.

The choice of lodging will be based on cost, with consideration given to accessibility in conducting business. Written justification is required whenever the maximum room allowance is exceeded.

All lodging expenses must be supported by a copy of the original receipt. Reimbursement will be made only at the single-room rate which must be shown on the receipt.

Meals

The maximum meal reimbursement rates, including tax and tip are (maximum reimbursable tip is 15%):

	In-State	Out-of-State
Breakfast	\$8.00	\$10.00
Lunch	9.00	10.00
Dinner	17.00	20.00

Reimbursement for meals will be made when it is necessary to be away from Madison or the consultant's permanent domicile on Authority business as follows:

<u>Departure Time</u>	<u>Return Time</u>	<u>Reimbursable Meals</u>
Before 6:00 a.m.	Before 2:30 p.m.	Breakfast
Before 6:00 a.m.	After 7:00 p.m.	Breakfast, Lunch, Dinner
Before 10:30 a.m.	After 2:30 p.m.	Lunch
After 2:30 p.m.	After 7:00 p.m.	Dinner
After 7:00 p.m.	N/A	None

Original, itemized receipts are required for all meals. Receipts and written justification are required for an unusual cost that exceeds the maximum allowance.

No reimbursement will be made for the cost of alcoholic beverages.

Attachment 3

CODE OF ETHICS FOR PAID CONSULTANTS OF THE WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY March 1, 2006

- I. Declaration of policy. In keeping with the tenets of a free and open government, a code of ethics to guide Consultants will help them avoid material conflicts of interest while ensuring that the Authority gives all persons equal opportunity to act as a Consultant. A code of ethics will also guide the Authority in selecting and working with Consultants, recognizing private pecuniary interests, and not depriving Consultants of their rights to enter into other contracts or employment which do not conflict with the Consultant's Position with the Authority.
- II. Definitions. In this code:
- A. Anything of Value: any money or property, favor, service, payment, advance, forbearance, loan or promise of future employment, but does not include compensation and expenses paid by the Authority, or hospitality extended for a purpose unrelated to Authority business.
 - B. Authority: the Wisconsin Housing and Economic Development Authority or any successor.
 - C. Consultant: (a) any person or Organization which is engaged to provide professional or technical advice, assistance or opinions for compensation; or (b) any person who is not an employee of the Authority but who is engaged to provide professional or technical advice, assistance or opinions for compensation, whether such compensation is given directly to the person or to any Organization which employs the person.
 - D. Department: means the Legislature, the University of Wisconsin System any authority or public corporation created and regulated by an act of the Legislature and any office, department, independent agency or legislative service agency created under Chapter 13, 14, or 15 of the Wisconsin Statutes, and vocational, technical and adult education district or any constitutional office including a judicial office.
 - E. Immediate Family: any person's parents, siblings, spouse, children and grandchildren.
 - F. Organization: any corporation, partnership, proprietorship, firm, enterprise, franchise, association, trust or other legal entity other than an individual.
 - G. Position: the position of a Consultant in relation to the Authority which results from the Consultant's contract with the Authority.
- III. Standards of Conduct.
- A. Except as provided for by contract with the Authority, no Consultant may use or attempt to use his/her position to obtain gain or Anything of Value for anyone. No Consultant may use or attempt to use his/her position to influence or gain, for anyone, unlawful benefits, advantages or privileges. This section is not intended to preclude, upon prior written approval, the listing of the Authority as a reference, or the inclusion of the Authority in a list of the Consultant's representative clients
 - B. No Consultant may solicit or accept, directly or indirectly, Anything of Value if it could reasonably be expected to influence an official's action or inaction or could reasonably be considered a reward for any action or inaction.
 - C. No Consultant may intentionally use or disclose confidential information which could result in the receipt of Anything of Value for the Consultant, a member of his/her Immediate Family, or an Organization with which he/she is associated.

- D. No Consultant may represent a person or Organization for compensation before the Authority, except as permitted by the Authority after receiving full disclosure of the nature of the Consultant's relationship with the person or Organization.
- E. No Consultant may represent, in connection with any proceeding, application, contract, claim, or charge which was under the Consultant's responsibility or he/she was personally and substantially involved with in the twelve months prior to ceasing to be a Consultant, for compensation, any person or Organization before the Authority within twelve months after leaving the Department.
- F. All Consultants' contracts shall provide that if the Consultant or former Consultant has failed to adhere to the provisions of this code of ethics, and if the Authority determines such failure to adhere to the code of ethics involves a material conflict of interest, the contract may be declared to be void by the Authority and any amounts paid under the contract may be recovered by the Authority.

IV Disclosure

- A. Consultants shall include within each proposal a written statement that discloses and provides relevant information on each of the following matters which are known to the Consultant or could reasonably be expected to be known to the Consultant:
 - 1. A member or an employee of the Authority, or his/her Immediate Family, or a Consultant owns or controls directly or indirectly any equity in, or is associated with, the Consultant;
 - 2. The Consultant currently employs, or has offered to employ, any person who is or has been a member or management level employee of the Authority within the twelve month period preceding the date of the proposal;
 - 3. The Consultant, or any of its employees, provides services for compensation to, or anticipates providing services for compensation during the term of the contract to, a member or employee of the Authority, any Organization with which a member or employee of the Authority is associated, a person or Organization indebted to the Authority, or a person who or Organization which has, within the twelve month period preceding the proposal, received a loan or grant from the Authority; and
 - 4. The names of those professionals within a Consultant's Organization who have responsibility for and direct contact with the Authority regarding its bonds or notes, who in addition to, own notes or bonds which have been issued by the Authority.
- B. If none of the above matters exist, the Consultant shall state so in writing.
- C. The Authority shall review the statement and provide in writing, only if the information disclosed under sub. A interferes with fair competition among Consultants, or proves that awarding the contract to the Consultant is not in the best interests of the Authority.
- D. Unless otherwise exempted pursuant to sub. E, all contracts shall incorporate this Code of Ethics and shall provide that if a Consultant has failed to disclose any matters described above, and if the Authority determines such failure to disclose involves a material conflict of interest, the Consultant's contract may be declared to be void by the Authority and any amounts paid under the contract may be recovered by the Authority. All contracts shall also require a Consultant to advise the Authority of any changes in the information provided in sub. A which occur during the contract period.
- E. No disclosure under sub. A or section III, D, is required if (a) state or federal law prohibits the disclosure, or (b) it is improper under administrative rules or recognized professional code of the Department which is responsible for regulating or licensing the occupational group of which the Consultant is a member.

V. Action Upon Conflict

- A. Any Consultant who, in the discharge of Consultant duties, is involved in any matter that could result in a material conflict of interest on the Consultant's part shall:
 - 1. Prepare a written statement describing such matter and the nature of the possible conflict of interest;
 - 2. Deliver a copy of the statement to the Authority's Executive Director; and
 - 53. Take no further action with regard to such matter except in accordance with advice from the Authority's Executive Director.
- B. A Consultant who disagrees with the advice of the Executive Director given under sub. A. 1. may bring the matter for review before the members of the Authority.

Attachment 4

POST CLOSING QUALITY CONTROL AUDIT WITH FULL REVERIFCIATIONS

	FEE
Desktop Underwriter/Title 1/Second Mortgages	
Manual Underwritten (Routine) Closed Loans	
Expanded Fraud Investigation	
SSN Validation	
Self Employed: Verifications of Tax Returns	
Self Employed: State Agency Business Verification	
Employment 3 rd Party Reverification (i.e.Work Number for Everyone)	
Depository Reverification	
Owner Occupancy/Application Review Verification: Via Certified Mail	
Owner Occupancy Verification: Via Database/Telephone	
In-file Credit Report	
Three Repository merged credit report (Individual or Joint)	
Residential Mortgage Credit Report	
Appraisal Field Review/Automated Valuation Model (AVM)	
Imaged File Surcharge	
APR Recalculation/Validation	
Courier Fees	
Retention & Destruction of loan files	
New Client On Site Business Inspection & Set-up	
Other Miscellaneous Services (research, report regeneration, etc)	