



# City of Houston

Housing and Community Development  
Department



## REQUEST FOR PROPOSAL RETAIL LEGAL DOCUMENT PREPARATION

The City Attorney of the City of Houston and the Housing and Community Development Department (collectively referred to as the "City") are seeking proposals from qualified firms to prepare loan documents for the Single Family Home Repair and Downpayment Assistance Programs.

This RFP contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective offerors desiring any explanation or interpretation of the solicitation must request it by no later than October 22, 2012. Any information given to a prospective offeror about this solicitation will be furnished to all other prospective offerors as a written amendment to the solicitation.

The RFP must be enclosed in a sealed envelope and labeled as follows: Proposal to Prepare Loan Documents for Housing Department-Retail. Proposals must be hand delivered to the Secretary's Office, Room P101, City Hall Annex, 900 Bagby, City of Houston, Texas, 77002 on or before November 16, 2012, at 4:00 p.m. No proposals will be accepted after the stated deadline. Questions concerning the RFP should be submitted in writing either by mail, facsimile or e-mail to, Barbara J. Pierce, Legal Department, 900 Bagby, Houston, Texas, 77002, FAX 832-393-6259, [barbara.pierce@houstontx.gov](mailto:barbara.pierce@houstontx.gov), no later than 5:00 p.m., October 22, 2012.

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with offerors who have a reasonable chance of being selected for the award. After evaluation of the proposal and subsequent revisions, if any, the contract will be awarded to the responsible offeror(s) whose qualifications, price and other factors considered are the most advantageous to the City.

Proposals must reach the City no later than 4:00 p.m. on November 16, 2012. Proposals will be held in confidence and not released in any manner until after the contract award, then such material and information becomes public information.

**The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed by the City, in its sole discretion, to be in the City's best interest.**

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1.1 **INTRODUCTION**

The City is seeking proposals from qualified firms to prepare loan documents for rehabilitation and reconstruction projects approved under the Single Family Home Repair Program and downpayment loans approved under the Downpayment Assistance Program.

Copies of the Administrative Guidelines for these programs can be obtained from the Housing and Community Development Department at 601 Sawyer, 4<sup>th</sup> Floor, Houston, Texas, 7002. Funding for these programs may come from the Community Development Block and Grant (“CDBG”) Program, 24 CFR Part 570; HOME Investment Partnerships (“HOME”) Program 24 CFR Part 92; Tax Increment Reinvestment Zone (“TIRZ”) Funds; and Bond Funds.

SCHEDULE	
Event	Date
Deadline for Submission of Written Questions	October 22, 2012
Responses to RFP Questions	October 29, 2012
Proposal Due Date	November 16, 2012
Proposal Review and Ranking	November 26, 2012
Estimated Award Date	December 19, 2012

The Procurement Schedule of Events is an estimate; the schedule is subject to modification at the discretion of the City.

2.0 **SCOPE OF SERVICES**

The successful offeror must be fully mobilized to begin preparing Loan Documents on or before, December 21, 2012, using its own facilities, staff, equipment and vehicles. Loan documentation services will include, at a minimum:

- a. Receiving from the City the names, addresses, legal description and approved loan amounts for the Single Family Home Repair and Downpayment Assistance Program participants.
- b. Electronically submitting prepared document templates to the City to facilitate loan closings based on required date/time communicated by City.
- c. Submitting accurate and timely weekly reports to the City regarding all loan document preparation activities.
- d. Preparing and submitting required documents for recordation in Harris County Real Property Records.
- e. Submitting original recorded documents to City upon recordation.
- f. Safekeeping of records to meet audit and retention requirements as defined by the City.
- g. The selected Offeror must be available by phone during regular business hours, **8:00 a.m. to 5:00 p.m. CST**, to answer questions related to loan document status and content. Specific timelines will be negotiated with the selected firm prior to the execution of the contract.
- h. Also see Attachment "A" – Scope of Work.

### 3.0 **QUALIFICATIONS**

#### Minimum Qualifications

Attorney(s) assigned by the offeror shall specialize in Real Estate consumer loan transactions. This experience shall be documented by attaching a resume for each proposed Attorney who will prepare and review loan documents and related real estate/transactional documents.

### 4.0 **GENERAL REQUIREMENTS**

All proposals must conform to requirements outlined herein. The City reserves the option to require oral presentation of proposals or to request additional information from selected candidates.

The City reserves the right to select the candidate determined to be the most responsive and responsible, and in the judgment of the City, that best meet its

needs for the specified services. The City further reserves the right to negotiate all terms of the contract(s) including price.

Proposals must list the names, firm/agency, contact person, telephone numbers, resumes and the profile of expected participants in the implementation of the services. There may be subsequent instructions, if any, issued to the selected offeror in connection with the final process.

## 5.0 **DELIVERABLES**

### **Proposals Due Date/Time**

One (1) original proposal and five (5) copies must be submitted on or before **4:00 p.m. CST** on November 16, 2012 in a bound and sealed envelope and submitted to: City Secretary's Office, Room P101, City Hall Annex, 900 Bagby, Houston, Texas 77002.

All costs incurred in preparing and submitting proposals and in supplying supplementary information shall be borne by the offerors. The City will not defray any costs incurred in connection therewith.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by the City.

### **Modifications or Withdrawals**

Proposals may not be changed, modified, or withdrawn after the time and date specified for proposal submission. All requests to change, modify or withdraw a proposal prior to the proposal due date must be in writing and bear the same offeror name appearing on the proposal already submitted.

## 6.0 **CORRESPONDENCE**

Requests for additional information related to the RFP should be made in writing and directed to the City Attorney no later than October 22, 2012. This will allow issuance of any necessary amendment to the RFP.

An amendment may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments shall be binding in the same way as if originally written in this RFP.

Any interpretation affecting all offerors made prior to the proposal due date will be issued in the form of an amendment. The City will not be bound by or responsible for any other explanations or interpretations of this RFP package

other than those given in writing as set forth in the paragraph. Oral instructions, interpretations, or representations will not be binding upon the City.

Subcontractor(s) and others who have been requested by the offeror to assist in preparing a proposal shall obtain necessary information from the offeror. Subcontractors shall not directly contact the City.

Contracts for these programs and services may be awarded to one or more offerors whose proposals were judged to be the most advantageous to the City.

## 7.0 **PROPOSAL REQUIREMENTS**

### **Document requirements**

The following is a description of the minimum information, which must be supplied by offerors in their proposals. It is open to all offerors to give such supplementary facts or materials that they consider may be of assistance in the evaluation of the proposal submitted. Proposals that omit critical elements may be considered non-responsive. Each proposal shall include a Table of Contents listing the proposal contents. Proposal packages must contain, at a minimum, the following information and materials:

The proposal should include a detailed description of the offeror's methodology to accomplish the various tasks outlined in the Scope of Work (See Attachment "A"). The offeror shall also give examples of previous experience in providing similar services and the resumes of all personnel (except administrative support staff) that will be involved in the project. References must be provided and will be checked.

#### 7.1 Letter of Transmittal

Must be signed by the person authorized to commit the organization to perform the services in the proposal.

#### 7.2 Proposal Table of Contents

#### 7.3 List of all key members of the offeror and any consultant who will be committed to the project. Indicate the level of effort and function of each member of the project. Prepare organization structure to show how the key members will be involved. Include resumes of these individuals. The resumes should include the following minimum information.

- 1). Name
- 2). An explanation of the function they will perform and their title by classification.
- 3). Their relevant educational background.
- 4). Their relevant work experience.
- 5). Their work experience with local, state and federal government clients.
- 6). Any specialized skills, training, and/or credentials that are relevant to the required services; (e.g., degree, certificates, etc.).

#### **7.4 References**

Include three (3) business references for which similar services have been provided. Provide the following:

- 1). the term (beginning and ending dates) of your contract agreement(s);
- 2). A brief description of the scope of work; and
- 3). Contact name, title, address, and telephone number.

The offeror(s) hereby authorize(s) and request(s) any person, firm, corporation and/or government entity to furnish any information requested by the City in verification of the references provided and for determining the quality and timeliness of providing the services.

#### **7.5 Experience and Staffing**

The offeror shall briefly describe the firm's experience qualifications to deliver the requested services. Offerors shall also describe the proposed staffing level required to accomplish the services. In addition, detail the length of their direct experience.

#### **7.6 Schedule**

The offeror shall provide a schedule, which shows proposed milestones to accomplish the services.

#### **7.7 Project Budget**

The offeror shall provide a detailed budget to implement the services.

## 7.8 **Methodology/Strategy to Accomplish Services**

The offeror(s) must describe how it will approach the work associated with the request for services, to include understanding of the scope of services required and unique or innovative approaches to be utilized in performing these services.

## 7.9 **Insurance**

Offeror shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under the legal services contract. All liability policies must be issued by a Company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide Property-Casualty United States. Contractor shall maintain the following insurance coverage in the following amounts.

### Professional Liability

- \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.

Aggregated Limits are per 12-month policy period unless otherwise indicated.

Offeror shall give 30 days written notice to the City before policies may be canceled or nonrenewed. Within the 30 day period, Offeror shall provide other suitable policies in lieu of those about to be canceled, materially changed or nonrenewed so as to maintain in effect the required coverage. If offeror does not comply with this requirement, the City Attorney, at his or her sole discretion, may immediately suspend offeror from any further performance under the Contract and begin procedures to terminate for default.

## 8.0 **EVALUATION PROCESS AND SELECTION CRITERIA**

Proposals will be evaluated and a final selection made by the City.

Proposals will be evaluated using the Proposal Evaluation Criteria outlined below. After the initial scoring of proposals, those deemed to be within the competitive range will become the finalists and may at the City's option, be asked to appear for an oral interview to clarify issues and/or submit "Best and Final" offers.

The offeror with the highest overall score, whose proposal is most advantageous to the City considering price, technical and other factors, as specified in this RFP, will be selected.

The City reserves the right to conduct negotiations with more than one of the finalist firms. The City reserves the right to accept or reject in part, or reject all proposals and to re-solicit new proposals. The City may also reject any proposals that are incomplete or nonresponsive and any proposals that are submitted after the deadline.

### **Proposal Evaluation Criteria**

In evaluating the submitted proposals, the City will consider the following criteria:

<b>EVALUATION CRITERIA</b>	<b>Possible Points</b>
1.0 Experience and Qualifications. Evidence of the firm's and any associate firm's ability to perform the work, as indicated by profiles of the principals and staff's professional and technical competence and experience in performing similar types of services. Previous experience in performing similar work items as described in the Scope of Services.	20
2.0 Offeror's compliance with all specifications and/or other requirements contained in this RFP. Quality and feasibility of proposal, which includes the appropriate level of detail in the proposal for all tasks and subtasks required to implement, monitor, track and report on the requested services. A clear and concise plan for accomplishing all work under the contract, including a timetable, staff assignments and reports to be delivered; methodology, soundness, and completeness of proposed methods of performing tasks that reflect a realistic awareness of actual issues.	20

3.0 Reasonableness of contract price. Cost of Service, the offeror's price per task and total cost for the services, detailed in accordance with the tasks outlined in the 'Scope of Services', shall be submitted with the proposal. The overall fee is a significant factor in the selection process, it is not the most important factor, as the City desires to award the contract to the firm deemed best qualified.	20
4.0 Readiness to proceed. Time is of the essence so the selected Contractor must be ready to start work immediately after the contract execution and issuance of a notice to proceed by the City.	20
5.0 Knowledge of the City of Houston's administrative guidelines pertaining to the Single Family Home Repair and Down Payment Assistance Programs and the federal regulations and state and local laws relating to CDBG/HOMETIRZ/BOND funds.	15
6.0 Demonstrated capacity to attract and retain qualified Attorney(s) to conduct this work and future legal services.	5
<b>TOTAL POINTS</b>	<b>100</b>

The City also reserves the right to obtain clarification of any point on an offeror's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of offeror to respond to such a request for additional information or clarification could result in rejection of the offeror's proposal.

9.0 **BASIS OF PROPOSAL**

Offerors are advised to check that all parts of the RFP package have been received and they shall be responsible for being aware of all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

Partial or incomplete proposals are unacceptable.

An authorized representative of the offeror must sign proposals.

10.0 **PAYMENTS**

Payments for services rendered will be made on monthly invoices based on tasks performed. The City will review the invoices and make payments, contingent upon the firm providing the deliverables and meeting timelines given herein. The final payment will be made upon the completion of all phases of work under each task.

11.0 **CONTRACT/AWARD**

A contract may be awarded in accordance with the terms and conditions of the RFP to the respondent whose proposal is most advantageous to the City

considering price, technical and other factors as specified in the RFP. The City reserves the right to negotiate and award any element of the RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received, as the best interest of the City may require.

12.0 **CONTRACT TERM**

The successful offeror shall be expected to execute a standard professional services contract with the City. The period of the contract is 12 months, but the City has the option to extend the contract up to an additional 12 months, the total contract term including any extension will not exceed 24 months.

13.0 **STATEMENT OF OWNERSHIP**

The proposal must contain an explicit statement of the legal entity with which the City will contract: name, address, phone number, and name of principal person assigned to negotiate on behalf of the firm(s). Furthermore, the firm(s) shall identify principals of any participating professional firm(s) which subcontracts or joint ventures with offeror, including names, addresses, positions and description of extent of participation in the project. If the firm(s) is a subsidiary, its relationship to parent company(ies) shall be defined and disclosed. The proposal shall also identify the organization and management approach to the project including identification of individuals who will be assigned to assist in the preparation and completion of the certifications. Resumes of these individuals must be provided.

14.0 **AVAILABILITY OF RECORDS**

The U.S. Department of Housing and Urban Development, the U.S. Government Accounting Office, the City of Houston, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the offeror(s) office or offeror, which shall relate to the performance of the services to be provided.

15.0 **STANDARDS OF CONDUCT**

The successful offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

16.0 **SUPERVISION**

The successful offeror shall provide adequate competent supervision at all time during the performance of the contract. A qualified Project Manager shall be designated in writing to the City prior to executing the contract. The Project Manager or his designee must be readily available to meet with City personnel. The successful offeror shall provide the telephone number(s) where its representative can be reached.

17.0 **CANCELLATION**

Irrespective of any default hereunder, the City may at any time at its discretion cancel the contract in whole or in part, and in such event the offerors shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

18.0 **CONFLICT OF INTEREST**

No employee, officer or agent of the City shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- His/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

19.0 **CONDITIONS AND LIMITATIONS**

This RFP does not represent a commitment of offer by the City to enter into contract(s), or other agreement with an offeror. All costs incurred in the preparation of this proposal is to be borne by the offeror. The proposal and an information made a part of the proposal will become a part of the City's official files without any obligation on the City's part to return it to the individual offeror. This RFP and the select agency's proposal will, by reference, become a part of any formal agreement between the agency(ies) and the City resulting from this solicitation.

The City reserves the right to waive any irregularities or formalities in any or all proposals or any part thereof. Failure to furnish all information requested may disqualify an offeror.

The City reserves the right to request clarification of proposal data without changing the terms of the proposal.

The offeror shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing consideration of a proposal.

The offeror shall not collude in any manner or engage in any practices with any other offeror(s), which may restrict or eliminate competition or otherwise

restrain trade. Violation of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

20.0 **PERTINENT FEDERAL REGULATIONS WITH REGARD TO  
NONDISCRIMINATION AND EQUAL OPPORTUNITY**

The offeror must have meet the following requirements:

Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race or color, familial status, religion, sex, disability or national origin.

All federal regulations prohibiting discrimination of the basis of age under the Age Discrimination Act of 1975, and discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

Executive Order 11246, relating to equal employment opportunity in connection with federally funded programs.

Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business in connection with federally funded programs.

Familiarize itself with the City's Administrative Guidelines for the Single Family Home Repair and Down Payment Assistance Programs and the federal regulations governing same. The CDBG Program (24 CFR Part 570) and HOME Program (24 CFR Part 92) and the state and local laws, rules and regulations governing TIRZ (Chapter 311 VTCA) and bond funds.

21.0 **Pay or Play**

The requirements and terms of the City of Houston Pay or Play policy program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Offeror has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of the Contract.

22.0 **DECLARATION – (REQUIRED SUBMITTAL)**

The undersigned, as offeror, declares that the only persons interested in this response are named herein, that no other person has any interest in this proposal that this proposal is made without connection or arrangement with any other person, and that this proposal is every respect fair, in good faith, and without collusion or fraud.

The offeror further declares that he/she has compiled in every aspect with all of the instructions of offerors, and has read all addenda, if any, has satisfied himself or herself fully relative to all matters and conditions with respect to the proposal.

The offeror agrees, if this proposal is accepted, to execute such agreement as appropriate for the purpose of establishing a formal contractual relationship between the offeror and the City for the performance of all requirements to which the proposal pertains.

The offeror states that this proposal is based upon the proposal documents and amendments, if any.

Persons Interested in the Response:

<u>Name</u>	<u>Identity of Interest</u>
1. _____	_____
2. _____	_____
3. _____	_____

\_\_\_\_\_  
NAME OF OFFEROR/INDIVIDUAL/CORPORATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
SUBMITTAL DATE

**ATTACHMENT "A"**

**FEE FORM**

1. Per Loan Document package fee including but not limited to Promissory Note, Loan Agreement, Contractor Agreement and additional documentation required to secure the City of Houston for repairs and reconstruction funding provided under the Single Family Home Repair Program and downpayment assistance loans provided under the Downpayment Assistance Program.

Total Fee: \$ \_\_\_\_\_

**ATTACHMENT "B"**  
**FORM OF NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says

that he is \_\_\_\_\_, the party making the foregoing  
(a partner or officer of the offeror of, etc.)  
Response to the RFP ("Proposal") and:

"The Proposal is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of affiant or any other offeror, or to fix any overhead, profit, or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the City of Houston or any person interested in the proposed Contract; and that all statements in said Proposal are true."

\_\_\_\_\_  
Signature of Offeror, if Offeror is an individual

\_\_\_\_\_  
Signature of Offeror, if Offeror is a Partnership

\_\_\_\_\_  
Signature of Offeror, if Offeror is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ATTACHMENT "C"**  
**CONTRACTOR CLEARANCE FORM**

THIS FORM MUST BE ATTACHED TO THE RESPONSE TO THE RFP.

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

Name of Respondent/Proposed

Contractor: \_\_\_\_\_

Federal Tax ID Number (9 digits): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Form of Organization (check one and supply requested information):

\_\_\_\_\_ Sole Proprietorship (List owner)

\_\_\_\_\_

\_\_\_\_\_ Partnership (list all partners):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Corporation (Names of all Principals and titles):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment "D", "E" and "F" intentionally left out. Available electronically as separate documents.**