

**NOTICE OF  
REQUEST FOR PROPOSAL  
TO PROVIDE  
LEGAL SERVICES  
FOR  
THE CITY OF HOUSTON  
LEGAL DEPARTMENT**

The City of Houston Legal Department, invites you to submit a written proposal to provide the City of Houston with legal services in connection with its Houston Housing Assistance Program (“HHAP”) and Emergency Home Repair Program (“EHRP”). Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (“RFP”).

This RFP is available on the Internet from: [www.ci.houston.tx.us/departme/legal/index.html](http://www.ci.houston.tx.us/departme/legal/index.html).

Proposals will be received by the City of Houston, Texas by hand delivery at the City Secretary's Office, Room P101, City Hall Annex, 900 Bagby, City of Houston, Texas, 77002 until March 15, 2002, at 2:00 p.m. No proposals will be accepted after the stated deadline. The RFP document may be obtained from the City of Houston, Legal Department, 900 Bagby, 3<sup>rd</sup> Floor, Houston, Texas. Questions concerning the RFP should be submitted in writing either by mail or by facsimile to, Barbara J. Pierce, Legal Department, 900 Bagby, Houston, Texas, 77002, FAX 713/247-1017, no later than 5:00 p.m., March 4, 2002.

All proposals shall comply with Chapter 18 of the Code of Ordinances, Houston, Texas, relating to the City of Houston Fair Campaign Ordinance.

All proposals shall comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. 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 Attorney, in his sole discretion, to be in the City's best interest.

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Anthony W. Hall, Jr.  
City Attorney

**CITY OF HOUSTON  
REQUEST FOR PROPOSAL  
TO PROVIDE  
LEGAL SERVICES  
FOR THE HOUSTON HOUSING ASSISTANCE PROGRAM  
AND EMERGENCY HOME REPAIR PROGRAM**

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**Issued by:**

**Office of the City Attorney  
City of Houston, Texas**

**February 1, 2002**

**TO ALL PROPOSERS:**

You are invited to submit a proposal to the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposals.

The deadline for submission of proposals is 2:00 p.m., March 15, 2002. Additional submission information is covered in the sections entitled "General Instructions", "Special Instructions" and "Conditions of Submittal".

This Request for Proposal contains the following sections:

Section I	Overview
Section II	General Instructions
Section III	Special Instructions
Section IV	Evaluation and Selection Factors
Section V	Proposal Outline and Content
Section VI	Conditions of Submittal
Section VII	Scope of Work

Section VIII	Additional Considerations
Section IX	Firm's Information
EXHIBITS	"A"- "G"

## **SECTION I**

### **OVERVIEW**

The Director of the Legal Department (hereinafter referred to as the "City Attorney") of the City of Houston, Texas ("City") is requesting proposals from independent legal service providers licensed to practice law in the State of Texas ("Firm") to perform the legal services described herein.

The "basic services" required in this Request for Proposal ("RFP") include providing title reports, issuing title opinions and writing recommendations for curing title problems for certain Houston Housing Assistance Program ("HHAP") or Emergency Home Repair Program ("EHRP") applicants who will be referred to the Firm. "Additional services" required will include services to cure title defects for approved referrals and document preparation for loans, conveyances and title curative matters. "Additional services" will only be requested when the title report, title opinion and recommendation indicate that the referral's title can be cured within a reasonable period of time and that the costs to cure title defects do not exceed any fees quoted.

The period of performance shall be for one (1) year commencing on the date designated in the Contract between the City and Firm, approved by the City Council of the City of Houston ("City Council"). The City retains the right to renew the performance period at the end of the first year and at the end of the renewal period, if any. However, the total performance period under the contract pursuant to this RFP shall not exceed three (3) consecutive years.

Title reports may be secured from independent title companies under separate agreements between the Firm and such title companies. However, title opinions and recommendations based upon title reports must be the work of the Firm. Any separate agreement for services shall be approved by the City Attorney and will be subject to the requirements of the Community Development Block Grant ("CDBG") Program or HOME Investment Partnerships ("HOME") Program, as applicable.

Price quotations for fees are requested for all services listed under "Scope of Work" found in Section VII of this RFP. As already indicated, not all services will be required for all referrals, however, proposers are advised that the City anticipates a case load of approximately 150 to 200 HHAP and EHRP applicants in any program year. Proposers are also advised that all applicants will reside within low and moderate income areas. The Firm will encounter title difficulties typical of single-family properties within older "inner-city" neighborhoods.

Funding for the services requested in this RFP will be allocated from the City's current CDBG or HOME funds. The City's obligation for payment of compensation is limited to federal funds received pursuant to its CDBG or HOME agreements and unless and until adequate funds have been received by the City under such agreements, the City shall have no obligation to the Firm. All applicants referred to the Firm must have a voucher in order to obtain the requested services. The City will authorize payments to the Firm on a monthly basis upon the satisfactory completion of the services requested and compliance with all the conditions of this RFP and the Contract. Thereafter, a warrant will be issued by the City Controller's Office in the amount of the authorized sum.

If you are interested in making a proposal to obtain this engagement, please comply with the enclosed detailed instructions for submitting proposals.

## **SECTION II**

### **GENERAL INSTRUCTIONS**

#### **Proposal Format**

All proposals must be typewritten or legibly written in ink and signed in ink. Proposals should not be submitted in an elaborate format, and expensive binders are not desired. Legibility, clarity and completeness are essential.

The proposal must be signed by individual(s) legally authorized to bind the Firm and must contain a statement that the proposal and the prices contained therein remain firm for a period of one hundred-eighty days (180) after receipt of the best and final offer from the Firm.

#### **Submission Procedures**

Seven (7) copies of the proposal are to be submitted in a sealed envelope to:

Ms. Anna Russell  
City Secretary's Office  
City of Houston  
City Hall Annex, Public Level

900 Bagby  
Houston, Texas 77002

To prevent opening by unauthorized individuals, your proposal should be identified on the envelope or wrapper as follows:

Proposal Submitted in Response to:  
City of Houston Legal Department  
Request for Proposal to provide legal services for the  
Houston Housing Assistance Program and  
the Emergency Home Repair Program

The deadline for submission of proposals is 2:00 p.m., March 15, 2002.

No modifications or addenda will be accepted after the closing dates stated above unless, in the sole discretion of the City Attorney, it is in the best interest of the City of Houston to do so.

### **Additional information and Specification Changes**

Request for additional information and questions should be addressed to Barbara J. Pierce, Senior Assistant City Attorney, 900 Bagby, 3<sup>rd</sup> Floor, Houston, Texas, 77002, 713/437-6700. Questions and requests for additional information must be submitted by 5:00 p.m., March 4, 2002. The City reserves the right to change these specifications. Any potential proposer wishing to be notified of answers to questions received or written addenda to this proposal must submit, in writing, to Barbara J. Pierce, Senior Assistant City Attorney, the name, address, fax, if available, and telephone number of the person to be contacted. Only written addenda issued by the City Attorney will be incorporated into this proposal.

Proposals received will become a part of the City Attorney's official files. An unsuccessful proposer may request the return of its proposal upon the completion of the City's review and contract award. Proposals shall be firm and irrevocable for 180 days after submission.

## **SECTION III**

### **SPECIAL INSTRUCTIONS**

The City requires that proposals be submitted which not only set out a Firm's response to each of the City's concerns addressed in this RFP but also specifically address each of the **ITEMS** set out below. Innovation in approach and costs is desired. Each proposal must include:

- ITEM 1.** A statement that the Firm is willing to handle all HHAP and EHRP matters assigned to it by the City Attorney or the Director of the Department of Housing

and Community Development ("Director") in exchange for an agreement to be compensated therefore.

- ITEM 2.** A statement that the Firm is willing to assume responsibility for all expenses relating to the legal services aspects of the HHAP and EHRP.
- ITEM 3.** A Statement of Acknowledgment and Recognition that contact regarding this proposal with any individual, City Council Member or Member of the Mayor's Staff, will be grounds for disqualification of the Firm at the option of the City Attorney. This limitation is in effect from the date of the publication of this RFP until a contract is recommended to City Council. The Firm may respond to questions initiated by a City Council Member or a Member of the Mayor's Staff once the contract is placed on the City Council agenda.
- ITEM 4.** A statement of the Firm's procedure and practice for handling housing matters.
- ITEM 5.** A statement that the Firm will provide the City Attorney and Director with status reports on a monthly basis.
- ITEM 6.** A statement of Acknowledgment and Recognition that it is within the discretion of the City Attorney or the Director, in any contract awarded to any Firm, to assign or withhold files pertaining to any HHAP or EHRP matter.
- ITEM 7.** A statement that the Firm, if awarded a contract with the City, agrees not to undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to housing matters during the term of the contract and for two (2) years after the expiration of any such contract. The City considers such representation to be a prima facie conflict of interest and will not agree to waive such conflict for any reason.
- ITEM 8.** A statement that the Firm, if awarded a contract with the City, agrees to maintain a local office in the Houston metropolitan area during the term of the contract.
- ITEM 9.** A statement that the Firm, if awarded a contract with the City, agrees to enter into a contract for a term of up to three (3) years.
- ITEM 10.** A statement as to the percentage of ownership or value of an awarded contract that will be handled by Minority, Women and Disadvantaged Owned Business Enterprises (MWDBE). Please name such enterprise, along with principal names and addresses.

## SECTION IV

### **EVALUATION AND SELECTION FACTORS**

The successful Firm will be selected based upon the ability to meet the needs outlined in the section titled "Scope of Work"; and the competitive rates at which these services may be provided; All proposals will be evaluated by appointed representatives of the City Attorney and the Director in accordance with the factors set forth below and narrowed to a field of two (2) to five (5) proposals. These finalists may be invited, **AT THE SOLE DISCRETION OF THE CITY ATTORNEY**, to present their proposals in a personal interview at a time and place to be designated by the City Attorney. Any Firm should be prepared to attend a personal interview upon twenty-four (24) hours notice after submission of the proposal.

## SECTION V

### **PROPOSAL OUTLINE AND CONTENT**

In order to simplify the review process and to obtain the maximum degree of comparability, proposals must be organized in the manner stated below and at a minimum shall contain the following information:

- A. Letter of Transmittal. The letter of transmittal should be limited to a maximum of two (2) pages and should include the following:
1. A brief statement of the Firm's understanding of the work to be done and statements that the Firm will comply with the requirements set forth in this RFP, the HHAP Administrative Guidelines and the EHRP Administrative Guidelines.
  2. A "Certificate of Authority" signed by the managing partner of the law firm. The certificate should list the specific person(s) who are authorized to execute contracts on behalf of the law firm.
  3. The proposal shall be signed by a person(s) authorized to legally bind the Firm (including title of person, address and telephone number) and shall contain a statement that the proposal contained therein shall remain firm for a period of one hundred eighty (180) days from and after the date of proposal submittal.
  4. A brief statement that as a condition for submitting this proposal, the Firm agrees that any decision of the City regarding the award of this contract, if any, is final and the Firm agrees not to litigate any issue concerning the selection process. Further, a brief statement that should the Firm institute or threaten litigation relating to this RFP and the selection process,



they shall be deemed to have forfeited any right to any proposed contract and/or damages claimed with regard to the award thereof.

B. Title Page. The title page should include the RFP subject, the name of the Firm, local address, telephone number, name of contact person(s) and the date.

C. Table of Contents. The table of contents should include a clear identification of the material by section and page number.

D. Management and Technical Approach. Proposals submitted in response to this RFP must address, but not necessarily be limited to, the following:

1. The staffing level to perform the contract, including the functions proposed to be performed by each person, his or her educational and experience levels, and be supported by an organizational chart. The Firm must be willing to maintain the staffing level proposed during the term of any contract awarded.
2. Identification of the title company(ies) that will provide title research services and include information demonstrating the company's level of experience and qualifications to perform the requested services.
3. State the number of title and title related matters the supervising attorney has handled in the year preceding submission of this proposal and the number of title and title related matters handled by the Firm for the same time period.
4. Summarize the Firm's ability to handle files in a timely manner.
5. Describe the Firm's capability to provide legal services to low and moderate income families or person(s) in accordance with this RFP, the HHAP Administrative Guidelines and the EHRP Administrative Guidelines, its past experience in providing legal services to low and moderate income families or person(s) and past experience in title related matters.
6. Describe the Firm's commitment to the City and CDBG/HOME sponsored housing programs and to providing employment and training opportunities to low and moderate income person(s), women, minorities, and disadvantaged persons. Indicate any prior commitments or experiences in municipal, federal or CDBG/HOME sponsored programs by the Firm or staff members.
7. Evidence of the financial resources necessary to provide the services outlined in the RFP, a Statement of Disclosure stating any fee sharing arrangement with other law firms in connection with this matter, management service, or fee referral arrangement with any other

law firm or attorney and a disclosure of the ownership and names of the principals of any such firm.

8. Willingness to maintain high professional standards in all communications, and other dealings with the housing applicant(s), the Department of Housing and Community Development and attorneys acting on behalf of the City.
9. Method by which the Firm will track all open matters and report the status of such activities to the City Attorney and the Director.
10. Ability to meet the requirements of Title I of the Housing and Community Development Act of 1974, as amended, the HOME Investment Partnerships Act, as amended, and the rules and regulations pertaining thereto.
11. Willingness to work closely with the City Attorney, Director, Legal Department, Department of Housing and Community Development and other departments of the City of Houston, as necessary.

E. Resumes. The proposal shall include resumes for all personnel who will be involved in handling housing matters, as well as for other personnel who could be utilized should it become necessary. Resumes should include prior experience relevant to the project effort proposed, information on licenses from the State Bar Association, and information regarding continuing education and participation in professional organizations.

F. Similar Projects and References. The proposal shall include a list and brief description of similar contracts currently in progress or completed. It shall include personnel proposed for this project who were involved in similar projects. It shall include names, addresses and telephone numbers of the Firm's clients' personnel familiar with the Firm's performance under each contract. Information may be requested from these sources by the City.

G. Auditing Activities.

To ensure that proper procedures are used by the Firm in its representation of the City under the HHAP and EHRP, the proposal of any interested Firm should contain provisions for periodic auditing by an independent outside auditor, with such costs to be borne solely by the Firm. These audit reports will be delivered directly to the City Attorney and the Director by the auditors as requested.

H. Fee Schedule. The Firm shall list a fee to be charged for each of the services listed below.

FEE

- (1) "Basic services" (per case):

Securing Title Reports (including updates),  
Issuing Title Opinions and Making

	Recommendations for Curing Title Defects	_____
(2)	"Additional services" (per case):	
	Preparation, Execution and Filing of Deeds, Deeds of Trust and Promissory Notes	_____
	Preparation, Execution and Filing of Release of Liens, Powers of Attorney and Same Name Affidavits	_____
	Preparation, Execution and Filing of Affidavits of Heirships and Other Similar Affidavits	_____
	Conversion of Contracts for Deed into General or Special Warranty Deeds/ Deed of Trust	_____
	Probate proceedings	_____
	Trespass to Try Title Litigation (through trial)	_____
	Suits to Remove Clouds on Title (through trial)	_____
	Declaratory Judgment Litigation (through trial)	_____
(3)	"Miscellaneous recording services" not related to above services (per service)	_____
(4)	"Closing on Property Acquisitions":	
	Conditional conveyance	_____
	Unconditional conveyance	_____

I. Minority, Women and Disadvantaged Business Enterprises (MWDBE).

It is the City of Houston's policy to encourage the full participation of Minority Women and Disadvantaged Business Enterprises in all phases of its procurement activities and afford them a full and fair opportunity to compete for all City contracts.

In observance of the City's policy toward Minority and Women Business Enterprises, the Firm shall agree to comply with Article IV, Section 15 of the Code of Ordinances, City of Houston, Texas and demonstrate good faith efforts to carry out this policy through the award of at least 24% of the value of the contract to Minority and Women Business Enterprises certified by the City. (See **EXHIBIT "A"**).

J. Equal Employment Opportunity.

Prior to entering into a contract with the City of Houston the Firm ("contractor") shall agree to comply with the following equal employment opportunity clause, which shall be incorporated in the contract:

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or

Contractor Compliance officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractors, vendor's, supplier's, or lessee's non-compliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or, purchase, order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause its subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor."

K. Insurance.

The Firm shall maintain in effect during the term of any agreement in connection with this RFP, and all extensions and amendments thereof, certain insurance coverage as set forth below, and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. 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. The Firm shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:  
! \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Worker's Compensation including Broad Form All States endorsement:  
! Statutory amount
- (3) Professional Liability  
! \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance  
! \$1,000,000 combined single limit per occurrence

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

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

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30 day period, the Firm shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If the Firm does not comply with this requirement, the City Attorney or Director, at his or her sole discretion, may

- (1) immediately suspend the Firm from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to the Firm under this Agreement.

L. City of Houston Fair Campaign Ordinance.

The City of Houston Fair Campaign Ordinance makes it unlawful for a Firm to offer any contribution to a candidate for City elective office (including elected officers and officers-elect) during a

certain period of time prior to and following the award of a contract to that Firm by the City Council. The term "Firm" includes proprietors of proprietorships, all partners of partnerships and all officers, directors and holders of ten (10%) percent or more of the outstanding shares of corporations. A statement disclosing the names and addresses of each of those persons will be required to be submitted with each bid or proposal for a City contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information. The Firm agrees that its proposal will be accompanied by the "Contractor Submission List" (**EXHIBIT "B"**).

M. Drug Detection and Deterrence.

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by the Firm while on City premises is prohibited. By executing a contract in connection with this RFP, the Firm represents and certifies, if applicable, that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy"), and the Mayor's Drug Detection and Deterrence Procedures for Contractor (**EXHIBIT "C"**), Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.

Confirming its compliance with the Mayor's Policy and the Executive Order, the Firm, as a condition precedent to City's obligations under any such contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to the execution of any such contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Exhibit C, Attachment A, together with a written designation of all safety impact positions and, (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Exhibit C, Attachment C, as attached hereto. If the Firm files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of any such contract or upon the completion of any such contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit C, Attachment B. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty (30) days of the expiration of each six (6) month period of performance and within thirty (30) day of completion of any such contract. The first six (6) month period shall begin to run on the date the City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day the Firm begins work under any such contract.

The Firm shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of any such contract that safety impact positions are added if initially no safety impact positions are added to the Firm's employee workforce.



The Firm shall require that its subcontractors hereunder comply with the Mayor's Policy and the Executive Order and the Firm shall be responsible for securing and maintaining the required documents for City inspection throughout the term of any such contract.

The failure of the Firm to comply with this Section V, Subsection M, shall be an event of default entitling the City to terminate any contract.

Proposals must follow the outline and contain the information requested as set forth in this Section V. Submissions are not required to be limited to the proceeding content. In fact, respondents to this RFP are encouraged to include any additional information considered relevant. In completing the proposal outline, respondents should be cognizant of the evaluation and selection criteria described herein, which will be applied to all proposals.

## **SECTION VI**

### **CONDITIONS OF SUBMISSION**

The Firm shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of the City of Houston for any reason.

The Firm shall not engage in any manner in any practices with any other proposer (s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause your proposal to be rejected by the City of Houston. (This does not preclude joint ventures or subcontracts).

All proposals submitted must be the original work product of the Firm offering the proposal. The copying, paraphrasing, or otherwise using of substantial portions of the work product of another party in presenting a proposal to the City of Houston hereunder is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.

This RFP is not to be construed as a contract or as a commitment of any kind; nor does it commit the City of Houston to pay for costs incurred in the submission of a proposal or for any costs incurred prior to the execution of a formal contract, nor thereafter, except in accordance with the terms of any such contract.

Funds are not presently allocated for this procurement. The City of Houston's obligation under any contract resulting herefrom is contingent upon the availability of appropriated funds from which payment for services to be rendered under the contract can be made.

The certification attached hereto as **EXHIBIT "G"** must be signed, dated, acknowledged and must accompany your proposal.

## SECTION VII

### SCOPE OF WORK

In the event that a contract is awarded by the City to a law firm or a joint venture consisting of two (2) or more law firms as the result of this RFP, the Firm (s) shall serve as the City's HHAP and EHRP attorneys and represent the City in all matters referred to it by the City Attorney or Director relating to the HHAP and EHRP. All duties must be performed in accordance with the City Charter, the City Code of Ordinances, Title I of the Housing and Community Development Act of 1974, as amended, and the Home Investment Partnerships Program as described in the National Affordable Housing Act of 1990, as amended, and the regulations relating thereto found at 24 CFR Parts 92 and 570. Services expected from the provider awarded a contract pursuant to this RFP are as follows:

#### A. Services.

##### 1. "Basic services" (per case):

"Basic services" for referrals will be authorized by the City Attorney or Director for the following:

Securing title reports, issuing title opinions and making recommendations for curing title defects. Recommendations shall conform with the appropriate title curative services listed under "additional services" in Paragraph 2 below. If no "additional services" are necessary, then no recommendation will be required.

##### 2. "Additional services" (per case):

"Additional services" for a particular referral may be authorized by the City Attorney or Director upon review of the Firm's recommendations that the costs to cure title defects are reasonable and that title resolution can be achieved within a reasonable length of time. Only the appropriate "additional service (or services)" indicated in the recommendation will be authorized.

"Additional services" include, but may not be limited to, the following:

- ! Preparation, execution and filing of deeds, deeds of trust and promissory notes;
- ! Preparation, execution and filing, if necessary, of release of liens, powers of attorney and same name affidavits;
- ! Preparation, execution and filing of affidavits of heirships and other similar affidavits;

- ! Conversion of contracts for deed into general or special warranty deeds/deeds of trust;
- ! Probate proceedings;
- ! Trespass to try title litigation (through trial);
- ! Suits to remove clouds on title (through trial); and
- ! Declaratory judgment litigation (through trial).

3. "Miscellaneous recording services" (per service):

From time to time, the City Attorney or the Director may request that the Firm perform other recording services required under the HHAP and EHRP.

4. "Closings on Property Acquisitions":

The Firm will be required to attend/hold real estate closings when an acquisition of property is involved. The Firm will also be responsible for making sure all loan documents are properly executed and recorded, if necessary.

B. Personnel. A Firm that proposes to represent the City in its housing matters must use lawyers licensed to practice law in the State of Texas. Each interested Firm shall state in its proposal the number, experience and educational background of all full-time staff members who will be dedicated primarily to the performance of any contract with the City of Houston awarded as a result of this RFP, including:

- 1. Attorneys licensed to practice law in Texas;
- 2. Legal assistants; and
- 3. Research and investigative personnel.

Each Firm shall provide a statement reflecting whether any member of the Firm has been disciplined or suspended by the State Bar of Texas, and if so, the nature of the discipline or suspension and the reason(s) therefor.

The above personnel shall be used primarily to service the City's contract.

C. Reporting Requirements. Monthly reports shall be submitted to the City Attorney and the Director including, but not limited to, the following information:

1. the names of all referrals (files) being serviced with their corresponding log numbers (log numbers will appear on voucher coupons);
2. current status of each file and proposed schedules for completing requested services on pending cases;
3. recording services performed by log number;
4. services billed by file (log number) and payments received to date;
5. services billed by file (log number) and payments outstanding; and
6. services performed and not included in the billing, if any.

D. Litigation Activities. Notwithstanding any contract awarded, it is expressly understood that the City's Legal Department may also represent the City in housing matters.

## **SECTION VIII**

### **ADDITIONAL CONSIDERATIONS**

#### A. Method of Payment.

1. The Director will issue voucher coupons to referrals for securing "basic services" or "additional services." Referrals will contact the Firm for services only in accordance with the voucher coupons issued. All voucher coupons will be issued in multiple copies with the original voucher coupon to be given to the referral to use as the basis to "compensate" the Firm. The Director will retain one (1) copy of each voucher coupon and will forward a copy to the Firm and to the City Controller.

2. The Director may issue voucher coupons for "miscellaneous recording services" as recording services may be required under the provisions of the HHAP Administrative Guidelines and the EHRP Administrative Guidelines. In these instances, the Director will issue the original voucher coupon and a copy to the Firm.

3. Payments for the services authorized on the voucher coupons will be issued to the Firm on a monthly basis upon completion of the services rendered.

- (a) The Firm may invoice the City for the services rendered collectively or individually. If collectively, the invoice shall be itemized. However, in either instance, the invoice(s) shall indicate by log number the voucher coupons being redeemed and

shall have attached:

- (1) all original voucher coupons being submitted with the accompanying documentation evidencing that the services were completed; and
- (2) two (2) copies of the monthly report covering the submitted billings.

- (b) The invoice(s), voucher coupons and documentation, and the monthly reports shall be submitted to the Director by the last day of each month in order for payments to be authorized by the 15th day of the following month. The Director shall distribute the second copy of the monthly report to the City Attorney. The Director will review the invoice(s), voucher coupon(s) and documentation, and the monthly report and shall confer with the City Attorney on the completeness of the services. Upon the concurrence of the City Attorney and the Director that all the services are complete, payments to the Firm will be authorized through the Office of the City Controller. If the City Attorney or the Director note any deficiencies in the services on the monthly report, the Firm will be notified in writing and any payment due the Firm may be withheld until the deficiency is corrected.

**B. CONTRACT TERMINATION.**

Any contract entered into pursuant to this RFP will provide that the City shall have the right to terminate the contract by giving the Firm sixty (60) days prior written notice of its termination of the contract; and further provide that the Firm shall have an additional thirty (30) days (after the expiration of such sixty (60) day notice period) to complete all matters begun prior to the date of notification, and be compensated for such as provided herein. Any termination by the City will be solely within the discretion of the City. The Firm must agree to waive all claims it may have with regard to any litigation matters not reduced to judgment within thirty (30) days after the termination of such contract.

Option to Renegotiate. Any contract entered into will provide that the City shall, after one (1) year from the date of execution, have the option to renegotiate the terms of compensation thereunder. The decision to renegotiate the terms of compensation shall be within the discretion of the City Attorney and Director. If any such terms are unsatisfactory, the Firm shall have the right to terminate its performance thereunder.

**C. FEDERAL PROGRAM REQUIREMENTS.**

The services described in this RFP are to be paid from the City's CDBG or HOME funds, therefore, the Firm shall be required to agree to comply with all CDBG or HOME program requirements which include, but are not limited to, those federal program requirements listed in **EXHIBIT "D"** of this RFP, as well as **EXHIBIT "E"** and **EXHIBIT "F"** hereof.

**SECTION IX**

**FIRM'S INFORMATION**

- 1. Firm Name \_\_\_\_\_
- 2. Firm's Mailing Address \_\_\_\_\_  
\_\_\_\_\_
- 3. Firm's Physical Address \_\_\_\_\_  
\_\_\_\_\_
- 4. Contact Name \_\_\_\_\_
- 5. Contact's Telephone No. \_\_\_\_\_
- 6. Contact's Facsimile No. \_\_\_\_\_
- 7. Contact's E-mail Address \_\_\_\_\_
- 8. If your firm operates under an assumed name, please list the names and addresses of the principals/owners.

**Names**

**Address**

_____	_____
_____	_____
_____	_____

- 9. If your firm is a corporation, please provide the following:
  - a.) Federal Tax I.D. #: \_\_\_\_\_
  - b.) A certified copy of Certificate in Good Standing from the Secretary of State
  - c.) A list of the corporate officers (names & addresses)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10. Please identify any principals/owners; corporate officers; or employees responding to this request

for proposal who have family members currently working for the City of Houston. If so, identify any family member(s) who work for the Legal Department.

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11. References - Please provide a list of (4) references of client organizations that the Firm is currently representing or has represented. The City may request information from these sources.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_  
Contact's Facsimile No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_  
Contact's Facsimile No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_  
Contact's Facsimile No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact's Name \_\_\_\_\_  
Contact's Telephone No. \_\_\_\_\_  
Contact's Facsimile No. \_\_\_\_\_

**EXHIBIT A**

**GOAL ORIENTED MINORITY WOMEN DISADVANTAGED BUSINESS  
ENTERPRISES CONTRACT REQUIREMENTS**



## EXHIBIT "A" - MWDBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWDBE subcontractors and suppliers are clearly labeled **"THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. \_\_\_\_\_ (MWDBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. \_\_\_\_\_ (MWDBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3. Within 5 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration must be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the City's Affirmative Action Division Office.

c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

**EXHIBIT B**

**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

## **EXHIBIT "B"**

### **CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this Request For Proposals must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for City office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council meeting agenda including an item for the award of the contract and ending upon the 30th day after the award of the contract by City Council.

For the purposes of this ordinance, a **CONTRACT** is defined as each contract having a value in excess of \$ 30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **CONTRACTOR** includes proprietors of proprietorships, all partners of partnerships, and all officers, directors and holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES OF EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "Contractor Submission List" will satisfy this requirement. Failure to provide this information may be just cause for rejection of a bid or proposal.

**CONTRACTOR SUBMISSION LIST**

**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

This list is submitted under the provisions of Section 1-8-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of \_\_\_\_\_ ("the firm"), whose business address is \_\_\_\_\_ The firm is organized as a (check one as applicable):

a SOLE PROPRIETORSHIP, whose proprietor is \_\_\_\_\_ (include the business mailing address of the proprietor or note "same" if the same as above) \_\_\_\_\_

a PARTNERSHIP, each of whose partners are \_\_\_\_\_ (include the business mailing address of each person or note "same" if the same as above) \_\_\_\_\_

a CORPORATION, each of whose officers, each of whose directors and each of whose holders of ten percent or more of the outstanding shares of stock are: \_\_\_\_\_ (include the business mailing address of each person or note "same" if the same as above) \_\_\_\_\_

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Note: This list constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided § 37.01 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.  
Revised 3/29/95.

**EXHIBIT C**

**DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS**

## EXHIBIT C

### CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("*CCODT*"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the *CCODT* within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the *CCODT* written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the *CCODT* when additional safety impact positions are added to Contractor's employee work force.

- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate this contract.



**DRUG POLICY COMPLIANCE AGREEMENT**

**ATTACHMENT A**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_  
(Contractor) (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Contractor Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title



**DRUG POLICY COMPLIANCE DECLARATION**

**ATTACHMENT "B"**

I, \_\_\_\_\_ as an owner  
 or officer of \_\_\_\_\_  
 (Name) (Print/Type) (Title)

\_\_\_\_\_  
 (Contractor) \_\_\_\_\_  
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

**INITIAL**

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred:  
 (Start date) (End date)

	<u>Rando</u>	Reason able <u>Suspicio</u>	<u>Post</u> <u>Accide</u> <u>nt</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

---

(Date)

---

(Typed or Printed Name)

---

(Signature)

---

(Title)

**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT**

**ATTACHMENT "C"**

I, \_\_\_\_\_,  
\_\_\_\_\_  
(Name) (Title)

as an owner or officer of \_\_\_\_\_  
(Contractor) (Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved in performing \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
(Date) (Typed or Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## EXHIBIT D

### FEDERAL PROGRAM REQUIREMENTS

1. Title VI of the Civil Rights Act of 1964. The Firm shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color or national origin, may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Firm receives federal financial assistance. The Firm will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

**CDBG: 24 CFR § 570.601**

**HOME: 24 CFR § 92.350**

2. Section 109 of the Housing and Community Development Act of 1974, Age Discrimination Act and Rehabilitation Act inclusive. The Firm shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, 24 CFR § 570.602, issued pursuant to Section 109. No person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG or HOME funds. Section 109 also prohibits discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

**CDBG: 24 CFR § 570.602**

**HOME: 24 CFR § 92.350**

3. Section 3 of the Housing and Urban Development Act of 1968. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) requires, in connection with the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the unit of local government or the metropolitan area (or non-metropolitan county) as determined by the Secretary, in which the project is located and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project. Contractor shall adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive. HUD regulations at 24 CFR Part 135, are not applicable to activities assisted under this part but may be referred to as guidance indicative of the Secretary's view of the statutory objectives in other contexts.

**CDBG: 24 CFR § 570.607**

**HOME: 24 CFR § 92.350**

4. Executive Order 11063, as amended by Executive Order 12259. The Firm must take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental or other disposition or residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants or contributions agreed to be made by the Federal Government.

**CDBG: 24 CFR PART 107**

**HOME: 24 CFR § 92.350**

5. Debarment and Suspension. Federal Funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Firm or sub-recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

**CDBG: 24 CFR § 570.609**

**HOME: 24 CFR § 92.357**

6. Conflict of Interest. In the procurement of property and services by a participating jurisdiction, state recipient and sub-recipient, the conflict of interest provisions in 24 CFR§ 85.36 and OMB Circular A-110, respectively, apply. In all cases not governed by 24 CFR§ 85.36 and OMB Circular A-110, the provisions of this section applies. These cases include the acquisition and disposition of real property and the provision of assistance by the participating jurisdiction, by the State recipient, by a sub-recipient, or to individuals, housing developers and other private entities under eligible activities which authorize such assistance (e.g., rehabilitation of housing).

**CDBG: 24 CFR § 570.611**

**HOME: 24 CFR § 92.356**

7. Uniform Administrative Requirements and Cost Principles. The recipient, its agencies or instrumentalities, and sub-recipients shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122 and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable Sections of 24 CFR Part 85 and OMB Circular A-110 are set forth at § 570.502.

**CDBG: 24 CFR § 570.610**

**HOME: 24 CFR § 92.505**

8. Lobbying. The provisions of § 1352, Title 31, U.S. Code requiring submission of the Certification Regarding Lobbying (for Contracts, Loans and Cooperative Agreements), which form of certification is attached hereto and incorporated herein as Exhibit "E".

**EXHIBIT E**

**CERTIFICATION REGARDING LOBBYING**

[For Contracts, Grants, Loans, and Cooperative Agreements]

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than Federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Date

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Firm



**DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## CERTIFICATION

- C I/We understand, acknowledge and agree that the City of Houston shall not be responsible for reimbursement of any costs incurred in the preparation of this proposal.
- C I/We understand, acknowledge and agree that the City Attorney may reject this proposal, in whole or in part, out-of-hand, for no reason, and that any such rejection. will result in no obligation whatsoever on the part of the City Attorney or the City of Houston.
- C I/We understand, acknowledge and agree that the City Attorney reserves the right to reject all proposals and to accept any offer received, whether or not the offer is the lowest price offer received.
- C I/We understand, acknowledge and agree that any complaint made by a proposer made with regard to the selection process or any contract award relating to the RFP will void any proposal filed by the complaining proposer.
- C I/We understand, acknowledge and agree that the City Attorney may, in his sole discretion, award multiple contracts, on a line item(s) basis and that any contract awarded herein shall not entitle the successful proposer to perform work for the City of Houston on an exclusive basis.
- C I/We understand, acknowledge and agree that the City Attorney and his assistants retain the discretion to use or not to use the services of any particular successful proposer under this RFP and that any contract award does not guarantee that the successful proposer will actually be requested to perform work under the contract.
- C I/We understand, acknowledge and agree that the City Attorney will require, as a condition of any contract awarded under this RFP, that the proposer shall provide proof of insurance in amounts acceptable to the City Attorney, including, but not necessarily limited to the following categories of insurance, General Liability, Automobile Liability, Workers' Compensation and Professional Liability. If selected for the award of a contract under this RFP, I agree to provide to the City Attorney, proof of insurance in the form and amounts satisfactory to him.
- C I/We understand, acknowledge and agree that this RFP and the selected Firm's proposal may, by reference, become a part of any formal agreement between the selected Firm and the City resulting from this solicitation.
- C I/We understand, acknowledge and agree that personnel essential to the continuity of any contract must be available throughout the duration of any contract that may be awarded hereunder unless substitutions are approved in writing by the City Attorney.
- C I/We understand, acknowledge and agree that the successful Firm will be expected to adhere to billing procedures of the City of Houston and to all standard contractual requirements of the City. The Firm shall provide legal services in accordance with this RFP, the HHAP Administrative Guidelines and the EHRP Administrative Guidelines, as they may be amended from time to time. A copy of the HHAP Administrative Guidelines and EHRP Administrative Guidelines may be obtained from the Department of Housing and



- C I/We understand, acknowledge and agree that the City Attorney and the Director or their designees or successors will be responsible for monitoring the day-to-day activities of the Firm. The Firm shall promptly report any conditions, transactions, occurrences, events, situations or circumstances encountered by the Firm which would impede or impair the proper conduct of the legal services provided.
  
- C I/We understand, acknowledge and agree that all proposals submitted shall become public record upon the award of any contract hereunder.
  
- C I/We understand, acknowledge and agree that if selected, the Firm will be required to furnish evidence that it is authorized to conduct business in the State of Texas prior to the awarding of any contract.
  
- C I/We understand, acknowledge and agree that if selected, the Firm will be required to keep complete and accurate books of accounts and records of its business and operations under and in connection with the contracted services. All such books of accounts and records shall be made available for inspection by designated City persons or a cognizant federal agency at the local office located in Houston, Texas. The City shall have access to all books or accounts and records for ascertaining the correctness of any and all reports to the City and may examine company representatives in respect thereto. Access shall be given the City or cognizant federal agency at all reasonable times in order to audit or otherwise review all financial and operating records of the Firm pertaining to the contracted services. The Firm shall maintain files on all referrals containing all work papers for a minimum of three (3) years from the expiration date of the contract, unless the City or cognizant federal agency requests a longer period. The Firm will provide the City Attorney or Director and the referral with copies of relevant title reports, title opinions, recommendations and title resolution documentation.

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**Authorized Representative**

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_ day of \_\_\_\_\_, 2002.

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NOTARY PUBLIC/STATE OF TEXAS