|  |  |  |
| --- | --- | --- |
|  | State of OklahomaOklahoma Housing Finance Agency | Solicitation Cover Page |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | Solicitation #: | OHFA – TITLE 2024 |  |  |  | 2. Solicitation Issue Date: | 03/11/2024 |

3. Brief Description of Requirement:

|  |
| --- |
| OKLAHOMA HOUSING FINANCE AGENCY, (OHFA) is requesting proposals from qualified firms that provide Title services. This RFP has been issued to solicit proposals, define service requirements, and outline OHFA’s process for evaluating proposals and selecting a Contractor or multiple Contractors specialized in the requested services. Proposers shall demonstrate that they possess an ability to conduct title searches going back thirty (30) years or more and render certified title opinions sufficient to allow OHFA to determine rightful ownership to property. Proposers shall also demonstrate an ability to conduct loan closings, facilitate subordinations, foreclosures, provide tax sale related services, prepare and record re-inscriptions, and ensure proper recordation of closing documents. Proposers should possess all necessary licensing and qualifications including, but not limited to, being admission to practice of law in the State of Oklahoma as applicable to the nature of services to be provided. In any event, a Proposer must demonstrate that it meets all necessary qualifications for all or some of the services being requested of which a prospective Contractor intends to provide OHFA. At all pertinent times, the Contractor shall reasonably anticipate working directly with the OHFA, or their respective designees in providing the requested services.Contact with personnel of OHFA other than Steve Hagar, Procurement and Facilities Director, regarding this request for proposals, may be grounds for elimination from the selection process. All inquiries must be submitted in the form of questions or requests for clarification and must be submitted via e-mail to Steve.Hagar@ohfa.org and received on or before 3:00pm (CST) on Monday, March 18, 2024. Responses are due April 3, 2024. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 4.  | Response Due Date: | 04/03/2024 |  | Time: | 5:00 PM | CST/CDT |

5. Issued By and RETURN SEALED BID TO:

| U.S. Postal Delivery Address: | NA |
| --- | --- |
|  |   |
| Common Carrier Delivery Address: | NA |
|  | NA |
| Electronic Submission Address: | Steve.Hagar@ohfa.org |
|  |

6. Solicitation Type (type “X” at one below):

[ ]  Invitation to Bid

[x]  Request for Proposal

[ ]  Request for Quote

1. Contracting Officer:

Name: Steve Hagar

Phone: 405-419-8216 Email: steve.hagar@ohfa.org

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |   |   | Responding Bidder Information |

 *“Certification for Competitive Bid and Contract” MUST be submitted along with the response to the Solicitation.*

|  |  |  |
| --- | --- | --- |
| 1. RE: Solicitation #
 | OHFA – TITLE 2024 |  |
| 1. Bidder General Information:
 |
| FEI / SSN :  |       | Supplier ID: |       |
| Company Name: |       |
| 1. Bidder Contact Information:
 |
| Address: |       |
| City: |       | State: |    | Zip Code: |       |
| Contact Name: |       |
| Contact Title: |       |
| Phone #: |       | Fax #: |       |
| Email: |       | Website: |       |
|

|  |
| --- |
| 1. Oklahoma Sales Tax Permit[[1]](#footnote-1):
 |
| [ ]  YES – Permit #: |       |  |
| [ ]  NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption |
| 1. Registration with the Oklahoma Secretary of State:
 |
| [ ]  YES - Filing Number: |       |  |
| [ ]  NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911). |
| 1. Workers’ Compensation Insurance Coverage:
 |
| Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act. |
| [ ]  YES – Include with the bid a certificate of insurance.  |
| [ ]  NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.

|  |
| --- |
| 1. Disabled Veteran Business Enterprise Act
 |
| [ ]  YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E.  Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans. |
| [ ]  NO – Do not meet the criteria as a service-disabled veteran business. |

 |
|  |  |       |
| Authorized Signature |  | Date |
|       |  |       |
| Printed Name |  | Title |

 |

Timeline for Solicitation:

Request for Proposal Issued March 11, 2024

Questions from Proposers March 18, 2024

Questions and Answers Provided to All March 20, 2024

Due Date for Proposals April 3, 2024

Interviews of Top 5 April 9-11, 2024

Board of Trustees Selection May 15, 2024

Table of Contents

1. General Provisions………………………………4
2. Special Provisions……………………………….9
3. Servicer Requirements.……………………...…10-12
4. Submission of Proposal………………….……..12
5. Evaluation…..……………………………………12
6. Final Selection…………………………………...12
7. Checklist………………………………………….13
8. Appendix A – Non-collusion Affidavit………....14

 Attachment A – Cost submission

 Attachment B – Reference Sheet

1. **General Provisions**
	1. **Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

* + 1. "Acquisition” means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
		2. “Addendum” means a written restatement of or modification to a Contract Document executed by the Supplier and State.
		3. ”Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
		4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
		5. "Solicitation" means a request or invitation by the OHFA Executive Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
		6. ”Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies.
		7. “OHFA” means the Oklahoma Housing Finance Agency, a State Beneficiary Public Trust.
	1. **Bid Submission**
		1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, pages 2-3, and any other forms required by the solicitation.
		2. Bids shall be submitted to the Procurement and Facilities Director to Steve.Hagar@ohfa.org . The subject line should state “TITLE 2024 Response”
		3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", Appendix A, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
		4. All bids shall be submitted electronically with the pricing attached and separate from the proposal.
		5. All bids submitted shall be subject to the OHFA Purchasing Rules and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.
	2. **Solicitation Amendments**
		1. Should an amendment of solicitation be required, the Procurement and Facilities Director shall notify all bidders of the necessary change to the solicitation. Bidders should acknowledge amendment within the response and accommodation will be made if the response clearly demonstrates that the amendment was considered.
		2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
	3. **Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in the subject line. Also include “TITLE 2024 Response” in the subject line.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

* + 1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
			1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
			2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
			3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
			4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
		2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.
	1. **Bid Opening**

|  |  |  |  |
| --- | --- | --- | --- |
| Sealed bids shall be opened by the  | Procurement and Facilities Director | located at | 100 NW 63rd  |
| OKC, OK 73116 | at the time and date specified in the solicitation Response Due Date and Time.  |  |  |

**(This is not the address for submission, submit responses to** **Steve.Hagar@ohfa.org****)**

* 1. **Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor’s bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the OHFA Executive Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The OHFA Executive Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

* 1. **Late Bids**

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

* 1. **Legal Contract**
		1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
		2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
			1. Any Addendum to the Contract;
			2. Purchase order, as amended by Change Order (if applicable);
			3. Solicitation, as amended (if applicable); and
			4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
		3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
	2. **Pricing**
		1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
		2. Bidders guarantee unit prices to be correct.
	3. **Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

* 1. **Clarification of Solicitation**
		1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Procurement and Facilities Director specified in the solicitation and must be prior to the closing date of the solicitation.
		2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
		3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

**A.13. Negotiations**

* + 1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.
		2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item may face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
		3. Negotiations may be conducted in person, in writing, or by telephone.
		4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
		5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
		6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State of Oklahoma.
	1. **Rejection of Bid**

OHFA and State reserve the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

* 1. **Award of Contract**
		1. The OHFA Agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the OHFA Executive Director to be in the best interest of the State of Oklahoma.
		2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
	2. **Contract Modification**
		1. The Contract is issued under the authority of the OHFA Executive Director. The Contract may be modified only through a written Addendum, signed by the OHFA Agency and the supplier.
		2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.
	3. **Delivery, Inspection and Acceptance**
		1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination” shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
		2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.
	4. **Invoicing and Payment**
		1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law.  Invoices shall contain the purchase order number (as applicable), a description of the products delivered, or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
		2. State Acquisitions are exempt from sales taxes and federal excise taxes.
		3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
	5. **Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

* 1. **Audit and Records Clause**
		1. As used in this clause, “records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
		2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of five (5) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the five (5) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the five (5) year retention period, whichever is later.
	2. **Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma. Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

* 1. **Termination for Cause**
		1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
		2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the OHFA Executive Director determines that an administrative error occurred prior to Contract performance.
		3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

###### **Termination for Convenience**

* + 1. OHFA or the State may terminate the Contract, in whole or in part, for convenience if OHFA determines that termination is in OHFA’s and the State's best interest. OHFA shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by OHFA.
		2. If the Contract is terminated, OHFA and the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.
	1. **Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

* 1. **Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

* 1. **Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .

* 1. **Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

* 1. **Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

1. **Special Provisions**
	1. Obligations of Permitted Subcontractor
		1. If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees, and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of OHFA of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of OHFA. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such an agreement with any subcontractor and obtaining prior approval by OHFA of any subcontractor and associated employees shall be a continuing obligation. OHFA further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
		2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

######  **Solicitation for Professional Services**

If the final product of a professional services solicitation/contract is a written proposal, report or study, the Supplier shall include a statement certifying that the Supplier has not previously provided a substantial duplication of the final product to OHFA or another entity.

######  **Authorized Users**

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, OHFA bears no liability for State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and State Entity or Interlocal Entity.

######  **Supplier Services**

OHFA shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

###### **Amendments**

The Procurement and Facilities Director will notify all potential bidders should an amendment be necessary. Any amendments should be acknowledged within bidder’s response and OHFA will make accommodations if the bidder’s response inherently and clearly addresses any amendment(s).

B.6. Cost of Proposal Preparation

OHFA is not liable for any cost incurred by proposers in replying to this RFP.

B.7. Recordkeeping and Record Retention

Proposer(s) selected shall establish and maintain adequate records of all expenditures reimbursable by OHFA incurred during the term of engagement. All records must be kept in accordance with generally accepted accounting procedures, applicable with federal and state laws and this RFP. OHFA shall have the right to audit, examine, copy, and transcribe any pertinent records or documents relating to any contract or agreement resulting from this RFP held by the proposer. The proposer will retain all documents applicable to the contract for a period of not less than (5) five years after final payment is made.

B.8. No Discrimination

Consultants shall not discriminate in the provision of services based on race, color, age, sex, national origin, religion, political affiliation, or handicapping condition and shall cooperate with any investigation of allegations of such discrimination. and shall strictly comply with all federal Equality Opportunity laws.

 **B.9. Confidentially**

Proposed Contractor(s) and all employees thereof, as well as any parties assisting shall maintain the confidentiality of any confidential information received and collected through the delivery of services pursuant to this RFP, as required by the laws of the State of Oklahoma, and by any applicable federal laws, rules, regulations, or policies.

 **B.10. Acts and Omissions**

Proposed Contractor(s) shall be responsible for the acts and omissions of agents, servants, employees, and subcontractors in the violation of any confidential or privileged communications.

 **B.11. News Releases**

News releases pertaining to any part of this proposal, or any transaction contemplated, undertaken, or closed shall not be made without prior approval of OHFA.

 **B.12. Location of Relevant Documents**

All necessary reports, records, and source documents will be available to the proposer at 100 NW 63rd, OKC, OK 73116.

 **B.13. No Proprietary Considerations**

All information submitted in response to this RFP will be managed in accordance with the Open Records Law of the State of Oklahoma. Data contained in the proposal, all documentation provided therein, and innovations developed because of this RFP and resulting contract shall not be copyrighted or patented. All data, documentation, and innovations submitted in response to this Request for Proposal shall be deemed by OHFA to have been voluntarily placed in the public domain by proposer, and may be used by OHFA, at its discretion, without incurring any liability to proposer for the use thereof by OHFA. Under the Oklahoma law, OHFA may not grant any proprietary considerations to any proposer.

 C. Service Requirements

 C.1. Overview

The Oklahoma Housing Finance Agency ("OHFA") intends to select suppliers of Title Closing Services relative to the construction and rehabilitation activities financed through the Oklahoma Housing Stability Program, including both the Oklahoma Homebuilder Program and the Oklahoma Increased Housing Program. This is an approximately $163 million perpetual revolving loan fund ($100 million will be loaned out for the production of single-family homes for purchase, and the other $63 million will be loaned out for the production of single family and multifamily residences for rent). Developments produced utilizing this funding will range anywhere from 5 to 200 units. Given the size of the program, there could be as many as 75 developments active at one time requiring construction progress inspections.

This RFP has been issued to solicit proposals, define service requirements, and outline OHFA’s process for evaluating proposals and selecting a Contractor or multiple Contractors specialized in the requested services. Proposers shall demonstrate that they possess an ability to conduct title searches going back thirty (30) years or more and render certified title opinions sufficient to allow OHFA to determine rightful ownership to property. Proposers shall also demonstrate an ability to conduct loan closings, facilitate subordinations, foreclosures, provide tax sale related services, prepare and record re-inscriptions, and ensure proper recordation of closing documents. Proposers should possess all necessary licensing and qualifications including, but not limited to, being admission to practice of law in the State of Oklahoma as applicable to the nature of services to be provided. In any event, a Proposer must demonstrate that it meets all necessary qualifications for all or some of the services being requested of which a prospective Contractor intends to provide OHFA. At all pertinent times, the Contractor shall reasonably anticipate working directly with the OHFA, or their respective designees in providing the requested services.

 C.2. Title Services

The Contractor will be expected to plan and deliver title services that might include either, or both, abbreviated title searches and/or comprehensive title searches, depending on the particular ownership circumstances of a property and all applicable program requirements. For abbreviated title searches, the Contractor shall review and investigate all land records to verify and confirm the presence of a legal instrument, document, or recording, evidencing rightful ownership to property by an applicant as of the time of the present day, or as of some other time as might be required by the respective Program’s Guidelines. The Contractor must provide OHFA with a copy of the documentation it finds evidencing property ownership along with a summary explanation of its contents. Furthermore, the Contractor must identify any issues of concern with the documentation or where sufficient documentation might be lacking in the public record. Lastly, a Contractor will be expected to provide a Tax Parcel Identification Number with supporting documentation. Subject to the forgoing, no full title exam or title insurance will be required in connection with abbreviated title searches.

In addition to all information required for abbreviated title searches noted above, a Contractor shall perform the following additional services for full, comprehensive title searches and examinations. The Contractor shall review all recorded information concerning an identified property. Contractor must review and search all land records, mortgage, conveyance, and where applicable, all probate and suit records concerning the ownership of a property going back for a period of thirty (30) years or more as necessary. The Contractor’s review shall sufficiently determine whether there are any liens, mortgages, privileges, rights of way, servitudes, usufructs, encumbrances or any other kinds of ownership or land use limitations affecting the particular property sufficient to allow OHFA to determine whether the property, and the nature of ownership thereof, is suitable for the Program. The Contractor shall further review all public records including but not limited to all suit records concerning a given applicant/co- applicant, owner, or co-owner of a subject property to determine if their ownership claim in the property is not compromised and is suitable for participation in the Program. For full, compressive title searches and examinations, the Contractor shall cause an abstract to be prepared and a certified title opinion to be rendered.

C.3. Closings and Recordation

The Contractor will be principally responsible for providing services to assist OHFA with all loan closings associated with the Programs. These services will include preparation of loan closings, including gathering required documents from OHFA and their designated counsel, and coordinate between the applicant, financial institutions, construction lenders, and OHFA to ensure successful loan closings. Once all closing documents have been prepared and fully executed, the Contractor will be expected to record all documents in the appropriate county land records office in a timely manner. As part of closing services, the Contractor will be expected to obtain and/or deliver recording information for releases and cancellations as might be necessary. Furthermore, the Contractor may facilitate the deposit of funds in an appropriate escrow account for the Program as might be necessary for the purposes of holding insurance funds concerning properties with pending claims and release these funds to an applicant once they become available. From time to time, Contractor may be called upon to prepare and/or record Re-inscriptions when necessary.

In addition to the above items, the Contractor must also provide the following information:

1. Which of the 77 counties in the State of Oklahoma they can conduct Title Work and Abstracting in (please also provide a list of the counties they cannot conduct business in). If contracting either of these, please provide a detailed narrative on the contracting process.
2. How much they will charge for the required services.
3. If they can conduct date draw down and endorsements, and if so, the requirements for conducting one, the timeliness of which one can be conducted, as well as the cost of conducting one. If necessary, please include the time associated with receiving any “gaps” from contracting with an abstractor.
4. Insuring a first mortgage for the property before closing a loan, and the cost of providing one.
5. Obtaining a clean pre-construction survey, and the cost of obtaining one. If contracting with an external surveyor, please provide a detailed narrative on the process/cost.

C.4. Foreclosure and Tax Sale Services

The Contractor will be expected to provided foreclosure support and services, which are specifically directed by OHFA, as follows:

1. Coordinate with OHFA’s designated counsel on the preparation and filing of necessary documents including but not limited to, petitions for executory process, verifications, affidavits, and orders.
2. Identify all lienholders and persons with ownership interest or other interests to be notified; contractor must provide all notices and contact information to the Corporation.
3. Confirm outstanding taxes owed for identified properties.
4. Assist in determining the applicability of tax sales of properties which will include finding tax sale documents whether recorded or not and assist in locating copies of notices and/or confirming whether notice was provided to OHFA in connection with tax sales).
5. Coordinate with OHFA’s designated counsel on confirming whether notice was provided by senior lienholders or other lienholders to OHFA in connection with foreclosures related to properties financed with Program funds.
6. Assist in efforts related to redemptions of tax sales as needed.
7. Contractor(s) will search public records for Federal and State tax liens applicable to mortgagors participating in the Programs.
8. Coordinate with OHFA’s designated counsel on determining applicability of code enforcement liens and/or similar blight related liens/local government liens to properties.
9. Contractor will assist in obtaining original and certified copies of documents needed for foreclosure proceedings.
10. Perform PACER/bankruptcy search as requested by OHFA applicable to mortgagors.
11. Assist in obtaining documentation from the Oklahoma Secretary of State as needed.
12. Assist in performing “skip trace” type research for parties in connection with foreclosure proceedings.
13. Coordinate with OHFA’s designated counsel on communicating with sheriff departments regarding foreclosure information and auction requirements.
14. Perform curative work as requested by OHFA in connection with foreclosure process and/or deed in lieu of foreclosure.
15. Provide other real estate transactions support which may include coordinating with OHFA’s designated counsel on preparing documents, completing forms, retrieving documents from public records, court records, government or similar offices (OHFA expects that some documents will not be available digitally), filing/recording documents, communication by telephone/email in connection with all of the listed activities, and legal research (as specifically requested).

C.5. Travel Considerations

Milage for required travel to facilitate any closing requirements will be reimbursed at the GSA rate for milage. Bidders must provide an hourly rate for driving time, should driving be required. The cost submission attachment has an area for this hourly rate to be input.

1. **Submission of Proposals**

 D.1. Proposal Requirements

D.1.1. Proposals are to be sent electronically to the Procurement and Facilities Director at Steve.Hagar@ohfa.org with the subject line reading “TITLE 2024”. Proposals are due by 5:00PM on 4-3-24. Proposals received after 5:00 PM on 4-3-24 will be considered unresponsive and will not be considered for award.

D.1.2. Proposals shall include a cost submission. Bidders shall state your organization costs as identified on the “Cost Submission - Attachment A”. Cost submission should be sent as a separate attachment.

D.1.3. Proposals shall have a narrative that describes:

As conveyed in C.3. Provide a narrative describing the history of the organization, location of home office and any other locations, the area of coverage and the number of counties the coverage area includes.

D.1.4. Proposal shall include 3 references from previous inspection clients who are to complete Attachment B.

**E. Evaluation**

E.1 Review of Proposals

OHFA staff will evaluate the proposals using the evaluation criteria listed in the following section.

**E.2 Evaluation Criteria**

E.2.1 Scored Submission Elements

1. Attachment A - Title Cost Submission sheet.
2. Attachment B – Three (3) Past client references.
3. Organizational Narrative as described in C.3. and D.1.3.

E.2.2 Non-scored Submission Requirements

1. Responding Bidder Information (pages 2 and 3 of this solicitation)
2. Non-Collusion Affidavit (Appendix B)

E.2.3 Interviews

The final component of the evaluation will be a virtual interview of the top five (5) scored submissions. Interviews will be 20 to 30 minutes and will take place between April 9 and April 11, 2024.

F. Final Selection

The CPI evaluation committee will make a recommendation to the OHFA Senior staff and then to the OHFA Board of Trustees. The OHFA Board of Trustees may approve the recommended firm(s) or may select a firm(s) of their choice. It is anticipated that a firm or firms will be selected on May 15, 2024. Following notification of the firm(s) selected, it is expected a contract will be executed between both parties no later than May 30,2024.

G. Checklist

* 1. Attachment A – Title Cost Submission (scored)
	2. Attachment B – 3 references (scored)
	3. Organizational Narrative (scored)
	4. Bidder Responding Information Sheet (pages 2-3)
	5. Non-collusion affidavit (Appendix A)

APPENDIX A

NONCOLLUSION AFFIDAVIT OF SERVICE PROVIDER

State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. They are the of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Service Provider that has submitted the attached RFP;
2. They are fully informed respecting the preparation and contents of the attached RFP and all pertinent circumstances respecting such RFP;
3. Such RFP is genuine and is not a collusive or sham offer;
4. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham offer in connection with the contract for which the attached RFP has been submitted; or to refrain from making a RFP in connection with such contract; or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other vendor, firm or person on prices in the attached or to fix any overhead, profit, or cost element of the RFP, price of the RFP of any other vendor; or to secure through any collusion, connivance, or unlawful agreement any advantage against the Housing Agency or any person interested in the proposed contract; and,
5. The price or prices in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Service Provider or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signed) Title

1. For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html> [↑](#footnote-ref-1)