

*Housing Authority
of the City of New Braunfels*

300 Laurel Lane
New Braunfels, TX 78130
(830) 625-6909
www.nbhatx.us

REQUEST FOR PROPOSALS

For

HUD Legal and Consulting Services

For

**HOUSING AUTHORITY OF THE
CITY OF NEW BRAUNFELS,
TEXAS AND
AFFILIATED ENTITIES**

RFP#: 2019-001

Prepared by:

The New Braunfels Housing Authority
Henry A. Alvarez, III, Interim Executive Director
300 Laurel lane
New Braunfels, Texas 78130

Table of Contents

Section A – NBHA Background, and Evaluation Information	3
NBHA Background	3
Information	4
Timeline	4
Evaluation Criteria	4
Evaluation Criteria Scoring	5
Interview and Presentation	6
Section B – Instruction to Respondents	7
Point of Contact	7
Submission of Responses	9
Questions and Inquiries	11
Award	12
Section C – Information to be Submitted	14
Instructions for Tabs 1 through 7	14 - 16
Section D – Terms and Conditions	17
General Responsibilities	17
Supplemental Conditions	23
EXHIBITS and ATTACHMENTS	
Scope: Legal Services	Exhibit A
Insurance Requirements	Exhibit B
HUD Forms, Conflict of Interest Questionnaire, Certificate of Interested Parties	Attachment A
Profile of Firm and Company Profile	Attachment B
Proposal Check List and Certification	Attachment C
Form of Proposal	Attachment D

Section A

NBHA Background, Project and Evaluation Information

I. NBHA Background: The New Braunfels Housing Authority (“NBHA”) is a public housing agency created by resolution of the City of New Braunfels by Resolution R-4-68 on January 22, 1968, pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. NBHA is a unit of government and its functions are essential governmental functions. The property of NBHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

NBHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. NBHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. NBHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of 170 public housing units. It also administers rental assistance for almost 292 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

NBHA has/may create a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs may own projects.

As a part of our social mission and federal mandate, NBHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

NBHA is governed by a Board of Commissioners and managed on a day-to-day basis by its Executive Director. The NBHA Board of Commissioners, upon the advice of the Executive Director approves all major policy and contractual decisions. The Executive Director is then charged with implementing these actions.

II. Information:

The New Braunfels Housing Authority seeks individual attorneys and/or legal service firms to provide proposals identifying professional staff including attorneys, legal counselors and support staff to augment the work of the Authority's in-house counsel through the rendering of legal and consulting services with specific HUD expertise (collectively called "Services"). These Services include but are not limited to specific advice on HUD regulatory and statutory matters and the HUD move to work program. The term for Services shall be for a one (1) year period with option to extend at NBHA's discretion.

III. Timeline:

DATE ISSUED	July 8, 2019
NON-MANDATORY PRE-SUBMITTAL CONFERENCE	None Scheduled
LAST DATE FOR QUESTIONS	July 19, 2019
PROPOSAL DUE DATE	July 31, 2019, 2pm CDT

NBHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum.

IV. Objectives:

Selecting and contract with an individual/firm which demonstrates the ability to provide as-needed legal and consulting services upon request meeting the standards and qualifications to perform the scope described within Exhibit A (collectively called "Services").

V. Desired Outcome:

Provision of advice and consulting for NBHA's administration in its dealings with the Department of Housing and Urban Development (HUD).

VI. Evaluation Criteria: Each proposal submittal will be evaluated based upon the following information and criteria:

A. Respondent's Qualifications and Experience: The Respondent firm's industry experience, resumes, references, past performance and other relevant experience. Respondent shall also be measured on its ability to deliver the Services in accordance with the Scope described in Exhibit A and to maintain availability of skilled individuals as also required.

B. Respondent's Proposed Staff Qualifications: Background and level of experience of key individuals that Respondent intends to assign to perform the Services.

C. Quality Assurance Plan: Demonstrated ability and commitment of the Respondent to utilize staff with specific skills to perform the specific sub-set of requested Services as described in the Exhibit A - Scope of Services.

D. Price and Fees: The overall cost of the Services including all rates associated Respondent’s team for services, daily expense rates, development, and training costs.

VII. Evaluation Criteria Scoring: The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent**
- 4 Above Average**
- 3 Average**
- 2 Below Average**
- 1 Poor**
- 0 Non Responsive**

No..	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	75%	Qualifications and Experience: As described in Section C, C.1.
2	0-5	25%	Price proposal: As described in Section C, C.3.
		100%	Total Points for Criteria

VIII. Interview and Presentation: NBHA reserves the right to initially evaluate responses to the RFP to determine those Respondents who are qualified and competitively responsive. These short-listed Respondents may be asked to make a presentation and/or be interviewed by the evaluation committee so that Respondent’s Proposal Submittal may be clarified. Respondents shall provide product and service overviews and demonstrations as applicable for discussion and clarifications. For those firms short-listed and where presentations and interviews are conducted, NBHA may reevaluate and rescore a respondents proposal based on the strength and quality of their presentation.

IX. Evaluation Responsibility: NBHA shall select a minimum of a three-person panel, using the Evaluation criteria established in, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent’s level of responsibility. NBHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by NBHA. All proposals would be evaluated as to their overall value to NBHA.

- X. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on NBHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondents will be excluded from participation on NBHA's evaluation panel.
- XI. Minimum Respondent Qualifications:** Respondents must meet the following criteria:
1. **Qualifications:** The personnel assigned to perform the services under this contract shall be certified and licensed in the appropriate jurisdiction to perform the services. Attorneys must be licensed to practice law in the appropriate jurisdiction and must be a member in good standing of the appropriate Bar.
 2. **Type of Organization:** Individuals, Firms or joint ventures of firms with a demonstrated record proving:
 - a. **Experience:** Respondent must demonstrate that they have been actively engaged for a minimum of five (5) consecutive years of providing Service with staff which meet the skills required to perform the Scope of Services detailed in Exhibit A.
 - b. **Staff Knowledge:** Key individuals assigned to perform the Services shall have knowledge of performing the Services as described in Exhibit A.

END OF SECTION A

Section B
Instructions to Respondents

- I. **Point of Contact:** The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Henry A. Alvarez, Interim Executive Director New Braunfels Housing Authority 300 Laurel Lane New Braunfels, TX 78130 830.625.6909 E-mail: halvarez@nbhatx.org
------------------	--

The Request for Proposals can be obtained by calling 830.625.6909, ext. 202, or online at

<https://nbhatx.us/doing-business-with-nbha>

All Addenda will be posted on NBHA’s website www.nbhatx.us. Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other NBHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, NBHA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the NBHA Board of Commissioners, or NBHA officers and employees other than the contact person listed herein, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal. In fairness to all prospective proposer(s) during the RFP process, if NBHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

III. Non-Mandatory Pre-Proposal Conference: None Scheduled.

IV. NBHA'S Reservation of Rights:

NBHA reserves the right, without liability, to:

- reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by NBHA to be in its best interests.
- award a contract pursuant to this RFP
- terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- determine the days, hours and locations in which the services are performed in this RFP.
- retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from NBHA.
- negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of NBHA successfully concluded within a reasonable timeframe as determined by NBHA, NBHA shall retain the right to end such negotiations.
- reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
- prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform NBHA in writing within five (5) days of the discovery of any item that is issued thereafter by NBHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve NBHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
- to advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or NBHA's requirements in good faith change after award of the contract.
- make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)
- establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.

- require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by NBHA.
 - amend the terms of the contract any time prior to contract execution.
 - contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.
- V. Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by NBHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by NBHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to NBHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- VI. Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work
- VII. Review of RFP Forms, Documents, Specifications and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- VIII. Submission of Responses:** Respondents shall submit one (1) original signed physical proposal response with a complete digital copy as a single PDF on respondent's choice of CD, DVD or USB memory (marked "ORIGINAL") with the Proposal Form attached as Attachment B. Additionally four (4) exact copies, (marked copy) without pricing shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}}
{Insert Exact Title of RFP}
{Insert Month, day, year, Time of Bid Opening}
The City of New Braunfels Housing Authority
300 Laurel Lane
New Braunfels, Texas 78130

The Respondents shall bind the proposal such that NBHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the proposal submittal to its original condition.

- IX. Withdrawal of Proposals:** A request for withdrawal of a proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. NBHA retains the right to accept or reject any and all bids to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her proposal confers no right of withdrawal or modification of the proposal after such proposal has been received and opened.
- X. Mistake in Proposal Submitted:** After a proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a bid due to a material mistake in the bid.
- A. Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at NBHA's discretion, be reason for rejection:
- If the forms furnished by NBHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
 - If all requested completed attachments do not accompany the proposal submittal.
 - If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
 - If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
- XI. Disqualification of Respondents:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her proposal:
- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with NBHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

- Unless otherwise requested, more than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- Lack of competency, lack of experience and/or lack of adequate resources.
- Unsatisfactory performance record as shown by past work for NBHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of NBHA, might hinder or prevent prompt completion of additional work, if awarded.
- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.
- Failure to demonstrate minimum qualification requirements of NBHA
- Failure to list, if required, all team members, subcontractors (if subcontractors are allowed by NBHA) who will be engaged by the successful Respondent(s) to participate in performance of the Services.
- Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
- Any reason to be determined in good faith, to be in the best interests of NBHA.

XII. Questions and Inquiries: A Respondent may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein by the date indicated in Section III. "Timeline". Queries should be concise and reference the specific portions of the RFP document where clarification is required. NBHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.

XIII. Substitutions: Respondents must propose services that meets the requirements of the RFP documents. All verbal communications or instructions provided by any NBHA personnel shall only become official and binding when issued as an addendum by the NBHA Procurement Department.

XIV. No Liability for Costs: NBHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.

XV. Proposal Opening Results: Proposals are publicly opened and the results are generally a matter of public record. When NBHA has concluded all evaluations, has chosen a final top-rated Respondent, has completed the award and is ready to issue such results, NBHA shall notify the successful Respondents. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.

- XVI. Award:** Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondents representing the “Best Value” to NBHA after preferences for Section 3 business concerns are considered. The Selected Contractor will then enter into an agreement with NBHA.
- XVII. Taxes.** NBHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- XVIII. Insurance:** If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Contractor will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to NBHA within 10 days of contract signature.
- XIX. Exceptions.** NBHA will consider any exception to the RFP that the Respondent wishes to include but the failure of NBHA to include such exceptions does not give the successful Respondent the right to refuse to execute NBHA’s contract form. It is the responsibility of each prospective Respondent to notify NBHA, in writing, in its Proposal of any exceptions to the RFP terms. NBHA will consider such clauses and determine whether or not to include in the Contract.
- XX. RIGHT TO PROTEST:**
- A. Rights:** Any prospective or actual Respondents or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators’ judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
- A.1 Definition:** An alleged aggrieved “protestant” is a prospective Respondents or Respondents who feels that he/she has been treated inequitably by NBHA and wishes NBHA to correct the alleged inequitable condition or situation.
- A.2 Eligibility:** To be eligible to file a protest with NBHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. NBHA has no obligation to consider a protest filed by any party that does not meet these criteria.

A.3 Procedure: Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of NBHA's procurement policy. Any protest against a NBHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. 2019-001
New Braunfels Housing Authority
300 Laurel Lane
New Braunfels, TX 78130

END OF SECTION B

Section C Information to be submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the Proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award. Additionally Respondents shall provide one (1) electronic PDF copy of the original proposal as a single file stored on the respondent's choice of a CD, DVD or USB memory.

C.1 Tab 1: Respondent's Qualifications and Experience: Respondent shall provide evidence that the personnel assigned to perform the Services under this contract shall be certified and licensed in the appropriate jurisdiction to perform the services and are in good standing of the appropriate Bar. The Respondent's Proposal shall be evaluated on their performance capability as measured by their experiences and record of past performance as well as their ability to meet the Minimum Requirements and deliver the indicated Services in accordance with the Exhibit A – Scope of Services set out in this RFP. The Respondent must provide:

- an comprehensive narrative of your firm's experience in the provision of services such as stipulated in the Scope of Services.
- a description of the proposed managing partner and office manager and resumes and qualifications of the key individuals anticipated to be assigned to perform the Services. Respondent shall identify all personnel utilized for each of the scope's key tasks. Respondent shall include a completed Profile of Firm Form attached as Attachment B. NBHA reserves the right to disapprove of any proposed substitution or replacement of key team members during performance of the Services.
- the firm's operational history which reflects that the Respondent has been actively engaged for a minimum of five (5) consecutive years as a provider of the services described in Exhibit A. Respondent shall indicate the total number of clients of their firm's services and identify its three (3) largest clients and three (3) references. The references must include the Company/Agency name, address, contact person's name and phone number. A brief description of the services/work performed by the Respondent similar to those defined in Exhibit A. shall accompany the reference. References of similar types of organizations are preferred.
- any applicable business licenses, permits, and certifications held by Respondent that are required to perform the Services.
- proof of membership in related associations

Section C Continues on the Next Page

Respondent's Proposed Staff Qualifications:

The Proposal will be evaluated on Respondent's Staff Qualifications. Respondent shall provide the following:

- a) a narrative of your firm's proposed efforts to obtain and retain qualified legal staff and lawyers with the knowledge, experience and capability desired for the Services required by NBHA.
- b) Respondent's plan for the administration of the contract, as described in Exhibit A.
- c) Resumes of key individuals proposed for the provision of each of the areas of specialization requested by the scope of services.

Services Quality Assurance Plan:

Describe the methods and process utilized by Respondent to maintain a pool of qualified individuals with skills and abilities as detailed in Exhibit A. Respondent shall provide an overview of the general approach that would be utilized in providing properly skilled individuals for performance of the Services in a timely manner and a description of the policies and procedures that demonstrate the Respondent's commitment to quality, and ability to establish an effective quality assurance program. Respondent shall provide the following:

a) a narrative of Respondents plan(s) to ensure personnel selected have experience for each of the specialization areas described in the Scope of Services. Identify any challenges that might occur with the provision of Services and describe how the Respondent's proposal mitigates this risk.

b) a description of the process to fairly and effectively manage and retain office staff. Describe how Respondent will keep NBHA staff informed of work progress, and assignment completion.

This information shall be submitted in the form of Tab 1 to the Proposal

C.2 Tab 2: HUD Forms, Conflict of Interest Questionnaire: These Forms are attached hereto as Attachment A to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

This information shall be submitted in the form of Tab 2 to the Proposal.

C.3 Tab 3: Price and Fees: The Respondent shall state the Hourly fee associated for each of the individuals proposed for Services and any additional administrative fees where applicable. Respondent shall provide samples of billing statements which will be utilized by Respondent's firm to bill NBHA for matters handled by the firm. Respondent shall provide detail on alternative billing arrangements that Respondent offers such as fixed fees, contingency, task based, percentage, blended rates and fee collars. Respondent shall discuss measures the firm will take to achieve predictability in legal costs which will help NBHA create a more accurate budget and plan for costs in advance.

Respondent shall provide its billing policy regarding expenses and other incidentals or administrative charges that the firm expects to bill for on its statement. . Respondent shall also provide detail around frequency of proposed increases in billing rates, if any.

Note: If no reference is made to an expense that the firm expects to bill for, it will be understood that the cost for that (those) particular service(s) are included in the costs referenced above and there will be no additional charges for that those service(s).

This information shall be submitted in the form of Tab 3 to the Proposal

C.4 Tab 4 Litigation Notification:

Respondent shall provide documentation addressing whether the Respondent, or any participating member of the proposed legal team, has been investigated by any state or federal agency, or has been involved in any litigation or legal dispute against any state or federal agency department, authority or subdivision or any client regarding a legal representation during the past five years.

This information shall be submitted in the form of Tab 4 to the Proposal

END OF SECTION C

Section D Terms and Conditions

These Terms and Conditions shall be considered required terms of any Contract between the Successful Respondent and NBHA.

I. GENERAL RESPONSIBILITIES:

- A. Service Requirements.** The Contractor shall provide the Services in accordance with the Scope of Services detailed in Exhibit A.
- B. Regulatory/Licensing.** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Contractor.
- C. Timesheets.** Contractor shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment.
- D. Unacceptable Employees:** If any employee of the Contractor is deemed unacceptable by NBHA, Contractor shall immediately replace such personnel with a substitute acceptable to NBHA.
- E. Uniforms/Badges:** Contractor shall provide uniforms and/or ID badges for all employees working on NBHA's properties. No employee will be allowed on NBHA's properties out of uniform and/or without an ID badge.
- F. Criminal history/Drug testing.** Contractor shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to NBHA. Prospective employees whose criminal history checks disclose a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.
- G. Work on NBHA Property:** The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to NBHA.
- H. Wages.** Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.

I. **Independent Contractor:** The Contractor shall be considered an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

II. **SECTION 3 REQUIREMENTS.** **Contractor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined by HUD to perform the requirements under the Agreement to the greatest extent feasible and shall document such efforts monthly. Respondents will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

III. **SUBCONTRACTORS.** Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the NBHA. Also, any substitution of originally proposed subcontractors must be approved in writing by NBHA prior to their engagement. All requirements for the "Prime" Contractor shall also apply to any and all subcontractors. It is the Contractor's responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Contractor remains liable to NBHA for the performance under the contract. The Contractor shall assure that its subcontractors comply with all applicable HUD regulations and NBHA requirements including but not limited to Section 3 requirements, insurance, Davis Bacon wage requirements and reporting, permitting, code compliance, and licensure.

IV. **LIMITATION/INDEMNIFICATION/INSURANCE**

A. **Limitation of Liability:** In no event shall NBHA be liable to the successful Respondents for any indirect, incidental, consequential or exemplary damages.

B. **Indemnification.** The Contractor shall indemnify and hold harmless NBHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

For clarification purposes, Contractor shall indemnify and hold harmless NBHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

C. NBHA Actions. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of NBHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

D. Insurance: The Contractor shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit B.

V. LIQUIDATED DAMAGES: For each day that performance under the contract is delayed beyond the time specified for completion, the successful Respondents shall be liable for liquidated damages in the amount reflected in the contract. However, the timeframe for performance may be adjusted at NBHA's discretion in writing prior to default under the contract.

VI. WARRANTY.

A. General Warranty. All items installed/provided under any contract must include a minimum two (2) year general warranty including labor and installation. This period will begin on the date of "FINAL" acceptance by NBHA.

B. Precedence. The services provided under the contract shall conform to all information contained within the contract as well as applicable industry-published technical specifications, and the Specifications. If one specification contains more stringent requirements than the other, the more stringent requirements shall apply.

C. Implied Warranties. In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

D. Contractor shall assign any warranties and guarantees to NBHA and provide the Contractor's Warranty for Labor and Installation to NBHA along with all Manufacturers' Warranty documents.

VII. INVOICING:

A. Invoices. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Contractor(s) must submit a separate invoice for each purchase order issued by NBHA unless prior approval is obtained from NBHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

www.accountspayable@nbhatx.us

If the Contractor does not have the capability to send invoices electronically they may be mailed to:

City of New Braunfels Housing Authority
Attn: Finance and Accounting
300 Laurel Lane
New Braunfels, TX 78130

- B. Progress Payments.** If applicable, NBHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. NBHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- C. Direct Deposit.** Upon the Award of Contract, Contractor shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

VIII. Laws and Regulations

- A. General.** NBHA is a governmental entity as that term is defined in the procurement statutes. NBHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

Contractor shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Comal County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted, or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- B. Specific.** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:
- Executive Order 11246
 - Executive Order 11063
 - Copeland "Anti-Kickback" Act (18 USC 874)
 - Davis Bacon and Related Acts (40 USC 276a-276a-7)
 - Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
 - Contract Work Hours & Safety Standards Act (40 USC 327-330)
 - Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
 - Civil Rights Act of 1964, Title VI (PL 88-352)
 - Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
 - Age Discrimination Act of 1975
 - Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
 - HUD Information Bulletin 909-
 - Immigration Reform & Control Act of 1986
 - Fair Labor Standards Act (29 USC 201, et. Seq.)

C. Incorporation. Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

IX. Termination.

A. Early Termination. In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, NBHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. The contract may be terminated under the following conditions:

a. Consent: By mutual consent of both parties, and

b. Termination For Cause: As detailed within the attached HUD Forms. NBHA may terminate any and all contracts for default at any time in whole or in part, if the Contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from NBHA, fails to correct such failures within seven (7) days or such other period as NBHA may authorize or require.

c. Failure to Fund. NBHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

d. Termination for Convenience: In the sole discretion of the Contracting Officer, NBHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of NBHA.

B. Action Upon Termination. Upon receipt of a notice of termination issued from NBHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by NBHA in the notice of termination.

C. Remedies Cumulative. The rights and remedies of NBHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

D. Rights Upon Termination. In the event the contract is terminated for any reason, or upon its expiration, NBHA shall retain ownership of all work products including administrative deliverables and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to NBHA any partially completed administrative deliverables and documentation that the Contractor has produced or acquired in the performance of the contract.

X. General Conditions

A. Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

B. Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

C. Time of the Essence: Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and NBHA may pursue compensatory and/or liquidated damages under the contract.

D. Examination and Retention of Contractor's Records: NBHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

E. Right to data and Patent Rights: In addition to other ownership & use rights NBHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractors pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

F. Force Majeure: Neither NBHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, NBHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

XI. Supplemental Conditions:

A. Assignment of Work: As directed by the Authority, the Attorney shall confer with, and/or work under the direction of, the Authority's in-house counsel in performing work under any contract awarded from the RFP.

B. Care in Assignment: The Attorney or selected law firm shall assign work under an assigned Contract to its partners, associates, paralegals, clerks and other staff in such a manner as to maximize the result to be obtained while minimizing the cost to the Authority. Billing to the Authority shall be on a time and materials basis in accordance with the "Fee Schedule" as agreed upon at the time of engagement.

C. Engagement Letter: No work or billing shall be started until an Engagement Letter has been signed by the Executive Director of NBHA or his/her designee.

END OF SECTION D

EXHIBIT A

SCOPE OF LEGAL SERVICES:

The successful respondent will work cooperatively with the City Attorney's Office and augment the legal services being provided by the Authority's legal counsel by rendering legal advice on various legal matters. The legal services include, but are not limited to, the following areas:

1. Assist the City Attorney's Office in providing legal services and representation to the NBHA and its employees with respect to NBHA programs and activities.
2. Analyze problems, conduct legal research, and provide legal opinions and services on matters involving considerable difficulty and complexity including public housing questions for which no clear legal precedent is available.
3. Advise Housing Authority personnel on matters relating to unlawful detainer litigation.
4. Provide advice and counsel to NBHA management regarding employment and labor law issues, including but not limited to discrimination, disabled employees (reasonable modifications), Family and Medical Leave, wages and hours, worker's compensation, and Unfair Labor Practices.
5. Have comprehensive knowledge of state and federal laws governing housing authority employees.
6. Represent NBHA in all court proceedings, including but not limited to evictions and premises liability; attend grievance hearings related to the eviction process; meet with opposing counsel to discuss the eviction of a tenant; conduct interviews and depositions of witnesses involved in the eviction; complete legal paperwork to process the eviction through the court system; draft all necessary legal pleadings and conduct discovery.
7. Advise Section 8 on various legal issues; represent NBHA in court proceedings relating to fraudulent behavior of owners or recipients of Section 8 vouchers and certificates; conduct and attend interviews and depositions of witnesses; complete related paperwork to recover funds owed to NBHA relating to related fraudulent behavior.
8. Respond to EEOC on complaints filed by NBHA employees; respond to complaints filed with appropriate state agencies and HUD; conduct and attend interviews and depositions of witnesses related to the complaints.
9. Respond to requests from private attorneys and the general public for explanations of NBHA policies and practices involving legal issues.
10. Provide advice and counsel to NBHA regarding reasonable accommodation issues for disabled residents under the federal Rehabilitation Act of 1973, Fair Housing Amendments Act, and Texas state laws against housing discrimination.
11. Provide advice and counsel to NBHA employees regarding contracts, construction and design, and procurement under federal HUD guidelines and Texas law.
12. Prepare, review, and revise contracts.
13. Provide training to NBHA management and employees regarding prevention of sexual and other discriminatory harassment.
14. Review and advise on policies and procedures and other documents related to NBHA.

END OF EXHIBIT A.

EXHIBIT B Insurance Requirements

Contractor is required to have in place during the term of the contract the following minimum insurance requirements. Contractor will be required to provide an original Certificate of Insurance to NBHA within 10 days of contract signature:

Professional Liability	Required Limits
NBHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to NBHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
NBHA and its affiliates must be named as an additional insured and as a certificate holder. This is required for any vendor that will be using their vehicle to do work on NBHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of NBHA must be included in the Workers' Compensation policy.</u> NBHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at NBHA properties. NBHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

END OF EXHIBIT B

**ATTACHMENT A
HUD Form Forms and
Conflict of Interest Questionnaire**

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Chapter 176, Local Government Code

At its November 30, 2015, meeting, the Texas Ethics Commission adopted amendments to Forms CIS and CIQ, that had been previously adopted on August 7, 2015. The Commission adopted these forms as required by H.B. 23, 84th Leg., Regular Session, which became effective September 1, 2015. Please note that the commission does NOT have jurisdiction to interpret or enforce Chapter 176 of the Local Government Code. Prior to H.B. 23, the Office of the Attorney General issued the following advisory opinion: Opinion No. GA-0446. Also, please note that these forms are NOT filed with the Texas Ethics Commission.

Conflict of Interest Questionnaire [\(FORM CIQ\)](#)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known: 4c</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

To Influence Federal Transactions

Office of Public and Indian Housing

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal 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 an 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT B
Profile of Firm Form
Company Profile

PROFILE OF FIRM FORM (Page 1 of 2)

1. Prime _____ Joint Venture/Partner _____ Sub-Contractor _____ (This form shall be completed by and for each)

2. Legal Name of Firm: _____

Db a if applicable : _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

3. Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

4. Please indicate the operating structure of your company.

- Publicly Held Corporation
 Privately Held Corporation
 Government Agency
 Non-Profit Organization
 Partnership
 Sole Proprietorship

5. Respondents' Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

- African American _____ %
 Native American _____ %
 Hispanic American _____ %
 Asian/Pacific American _____ %
 Hasidic Jew. _____ %
 Asian/Indian American _____ %

- Woman-Owned (MBE) _____ %
 Woman-Owned (Caucasian) _____ %
 Disabled Veteran _____ %
 Caucasian American (Male) _____ %
 Other (Specify) _____ %

6. Is the business 51% or more owned by a public housing resident? _____ Yes; _____ No. If yes, provide name and address of the public housing facility:

Facility Name: _____

Facility Address: _____ City: _____

7. SWMBE Certification Number: _____

Certification Agency: _____

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

8. Federal Tax ID Number: _____

9. State of Texas License Type and No.: _____

PROFILE OF FIRM FORM (Page 2 of 2)

10. Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

11. Has your firm or any member of your firm ever sued or been sued by the New Braunfels Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

12. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas?
Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

13. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of NBHA?
Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

14. Verification Statement: The undersigned Offeror hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the NBHA discovers that any information entered herein is false, that shall entitle the NBHA to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

15. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials _____

Signature

Date

Printed Name

Company

Company Biography

Company Name: _____

Headquarters Location: _____

Field Office Locations: _____

Business Specialty or Focus: _____

Number of Full Time Staff: _____

Founding Date and Brief History: _____

Texas Projects and/or Clients: _____
(past & current)

Previous Housing Authority Experience: YES NO

List the Authorities: _____

END OF ATTACHMENT B.

ATTACHMENT C

Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment C)

(This Form must be fully completed and placed under Tab No. 1 of the proposal submitted.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the Respondents. Also, complete the Section 3 Statement and the Respondent’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS
	Tab 1: Qualifications and Experience
	Tab 2: HUD Forms, Conflict of Interest Questionnaire and Form 1295
	Tab 3. Section 3 Business Preference
	Tab 4. Small / Minority / Disadvantaged / Veteran Business Enterprise Utilization Plan
	Tab 5. Section 3 Good Faith Effort Compliance Plan
	Tab 6. Price and Fees
	Tab 7. Litigation Notification

Respondent's Certification

By signing below, Respondent certifies that the following statements are true and correct:

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Respondents agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by NBHA and subject to the terms and conditions of such acceptance, shall result in a contract between NBHA and the undersigned Respondents,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Proposal,
6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business,
7. Respondents has not received compensation for participation in the preparation of the specifications for this RFQ,
8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Proposal price, or that of any other Respondents or to secure any advantage against NBHA or any person interested in the proposed contract; and that all statements in said Proposal are true.
9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the Respondent certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

_____ Signature	_____ Date
_____ Printed Name	_____ Company
_____ E-mail address if available	
_____ Phone	_____ Fax

ATTACHMENT D Form of Proposal

New Braunfels Housing
Authority 300 Laurel Lane
New Braunfels, Texas 78204

Attention: [T B D]

RE: HUD Legal and Consulting Services | Request for Proposal No.

The undersigned Respondent, having read and examined the Minimum Requirements and associated Documents for the above designated work associated with providing **HUD Legal and Consulting Services** and having familiarized myself with the needs of NBHA as it relates to the proposed service and thoroughly considered the factors which will affect the providing the service, execution of the work and the cost thereof, does hereby propose to perform all the work as set forth in this Proposal. All prices stated herein are firm and shall not be subject to escalation provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the work will be performed in strict accordance with the subsequent documents (If no exceptions are taken, indicate so by entering "None").

(Continue on separate page, if necessary, and attach hereto)

The undersigned Respondent herein proposes to execute the resulting Contract and sub-agreements for HUD Legal and Consulting Services for the following pricing/fee structure:

Title/Service	Unit	Rate
Partner	Hour	\$
Senior Associate	Hour	\$
Associate	Hour	\$
Paralegal	Hour	\$
Investigators	Hour	\$
Consultant	Hour	\$
Subject Matter Expert	Hour	\$
		\$
		\$
		\$

If written notice of the acceptance of this proposal is mailed, facsimiled, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimiled, or delivering of such notice, execute and deliver a Contract in the form provided by NBHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this _____ day of _____, 2019.

Offeror: _____

By: _____

Title: _____

ATTEST:

Business Address of Offeror: _____

State of Incorporation: _____

Address of Principal Office: _____

Email: _____