

015. – ATTACHMENT II: APPLICATION

GENERAL INFORMATION

Respondent Information: Provide the following information regarding the Respondent.

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security No or Federal Employer Identification No: _____

Texas Comptroller's Taxpayer Number if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS Number: _____
<http://fedgov.dnb.com/webform>

Printed Name of Contract
Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years
and length of time under for each:

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: _____ Fiscal Year End Date: _____

Total Number of Employees: _____ Total Number of current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts: Has the Respondent previously received CHDO Operating Expense funding from the City of San Antonio? _____

- If yes, what was the amount of the award? _____
- If yes, what amount has been expended to date? _____
- If yes, what amount has been reimbursed to date? _____
- If yes, provide a forecasted completion date for award? _____

REFERENCES

Provide three (3) references, preferably from public entity clients with preference of medium or large municipalities, for which Respondent is currently providing similar services. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date and Type of Service(s) Provided: _____

CAPACITY: EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Respondents must complete and sign one of the following, in order for the City to certify the organization as a CHDO:
 - A **New CHDO Certification Application** must be completed by Respondents that have not been certified within the past 18 months of application submission.
 - A **CHDO Recertification Application** must be completed by Respondents that have been certified within the past 3 to 18 months of application submission.
 - A **CHDO Certification Affidavit** must be completed by Respondents that have been certified within the past 90 days of application submission. Please note, if any items that the Respondent is certifying to on the affidavit have changed, a CHDO Recertification Application must be completed.

Electronic versions of these forms can be found on the following webpage:
<http://www.sanantonio.gov/GMA/certified/CHDOCertification.aspx>

2. Respondents must provide an Executive Summary to include the following:
 - Mission and purpose of the organization
 - Company Information
 - History of the organization
 - Years of experience in affordable housing
 - Direct experience with CHDO housing development activities
3. Respondents must provide a current operating budget for the grant award period and unaudited interim financial statements to include, at minimum, the following:
 - a. Statement of Activities
 - b. Statement of Financial Position
 - c. Statement of Cash Flows

PROPOSED PLAN

1. Respondents must describe in a narrative format the proposed use of the CHDO Operating Expense funds and attach a proposed use of funds in a budget format.
2. Respondents must submit a plan for a proposed CHDO housing development activity which the organization expects to undertake within the next 24 months. The plan must include all of the following sections and information.

Purpose

This section must state the organization's purpose and identify housing production activities for the next 24 month period. The plan must include how the purpose relates to the

proposed development project(s) and other ongoing and/or future initiatives. Include a quantifiable statement of what the organization plans to achieve during the next 24 month period.

Market Analysis and Target Development Area

This section must describe the organizations knowledge of housing the in proposed community and an analysis of the organization’s market research. In addition, this section should include the organization’s target market and size of the prospective market?

Marketing and Sales Strategies

This section must describe strategies and activities that will allow the organization to meet their housing production goals.

Development Team

This section must identify the members of the development team and their experience with the management of CHDO housing development funds.

Organizational Management

This section must describe the management and staff structure of the organization to include an organizational chart.

Signature Page

The undersigned certifies that (s)he is _____ (title) of the entity named below; that (s)he is designated to sign this Application Form (if a Corporation or not-for-profit Corporation, then by resolution with Certified Copy of resolution attached) for and on behalf of the Respondent entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded:

_____ Organization Name
_____ DBA Name (Required if Respondent is an Individual
or Proprietorship)

Signature: _____

Printed Name: _____ Title:

Date: _____

By signature above, Respondent agrees/certifies that:

1. If this Application is approved for funding, Respondent will be able and willing to comply with the City's insurance and indemnification requirements.
2. If this Application is approved for funding, Respondent will adhere to all relevant Federal, State and local regulations, guidelines, policies, procedures and other assurances as required by the City.
3. The information provided in this application, to the best of the Respondent's knowledge, is true, complete and accurately describes the proposed project and if this Application is approved for funding, Respondent will be able and willing to comply with all representations made by Respondent in this Application and during the Application process.
4. If this Application is approved for funding, Respondent understands that the terms and conditions of the funding are subject to negotiation and are at the discretion of the Director of the Department.
5. Respondent has fully and truthfully submitted an Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of application from consideration or termination of contract, once awarded.
6. Respondent will comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.
7. Respondent authorizes the release of project information to the City, Department, from all financial partners listed in the Application and authorizes the Department to verify any

Application information, including financial information, as required to complete its due diligence.

8. If this Application is approved for funding and the Respondent receives more than \$500,000 in Federal funding in a fiscal year, the Respondent will have a single independent audit performed at the cost of the Respondent for that corresponding Fiscal Year and that a complete copy of the completed independent audit will be submitted to the City within five (5) business days of it being made available to the Respondent.
9. In compliance with Texas Government Code Section 2264.051, certifies that Agency or a branch, division or department of Agency does not and will not knowingly employ an undocumented worker. If Agency is awarded funds under this Request for Application and is later convicted of violating 8 U.S.C. Section 1324a(f), Agency shall repay the full amount of funding with interest, at the highest non-usurious rate allowed by law, and notwithstanding any other term provided by its Contract with City, not later than the 120th day after the date the City notifies the Agency of the violation.

016. - ATTACHMENT III: INSURANCE REQUIREMENTS

If selected to provide the services described in this RFA, Respondent shall be required to comply with the insurance requirements set forth below:

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Department of Planning & Community Development, which shall be clearly labeled “CHDO Operating Expense” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Fire Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent’s financial integrity is of interest to City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- , in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
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Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that name Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Planning & Community Development
Division of Grants Monitoring & Administration
P.O. Box 839966
San Antonio, Texas 78283-3966

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;

Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers’ compensation and employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

004. - ATTACHMENT IV: INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFA, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Optional Provisions:

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its

option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

005. - ATTACHMENT V: DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at
<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in application response as indicated in the Application Checklist.