



City of San Antonio
Department of Planning & Community Development
Division of Grants Monitoring and Administration

**REQUEST FOR APPLICATIONS
("RFA")**

for

FY 2015 CHDO Operating Expense Program

Release Date: Tuesday, November 25, 2014

Applications Due: Tuesday, January 06, 2015

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking City Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation had been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist, or consultant retained to assist in seeking contract.

A contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

002 - TABLE OF CONTENTS

003. - PROGRAM REQUIREMENTS 3
004. - SCOPE OF SERVICE 5
005. - ADDITIONAL REQUIREMENTS..... 5
006. - TERM OF CONTRACT..... 7
007. - PRE-SUBMITTAL CONFERENCE 7
008. - APPLICATION AND SUBMITTAL REQUIREMENTS 8
009. - CHANGES TO RFA..... 10
010. - RESTRICTIONS ON COMMUNICATION..... 10
011. - EVALUATION OF CRITERIA 11
012. - AWARD OF CONTRACT AND RESERVATION OF RIGHTS 11
013. - SCHEDULE OF EVENTS 13
014. - ATTACHMENT I: CHECKLIST 14
015. - ATTACHMENT II: APPLICATION..... 15
016. - ATTACHMENT III: INSURANCE REQUIREMENTS 25
017. - ATTACHMENT IV: INDEMNIFICATION REQUIREMENTS 28
018. - ATTACHMENT V: DISCRETIONARY CONTRACTS DISCLOSURE FORM 30

003. - PROGRAM REQUIREMENTS

The City of San Antonio's Department of Planning and Community Development (the "City") is seeking applications from local non-profit affordable housing providers requesting HOME Investment Partnership Program (HOME) funding for eligible operating expenses. Respondents must meet the Community Housing Development Organization (CHDO) Certification requirements as described in the 2013 HOME Final Rule. The HOME Program was created by the National Affordable Housing Act of 1990. The purpose of the HOME Program is to increase the supply of safe, decent, sanitary, and affordable housing for low and very-low-income households.

The City allocated \$190,000 in HOME funds specifically for the CHDO Operating Expense activity in the FY 2015 Annual Action Plan Budget.

Eligible Respondents

The respondent must be a private non-profit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Additional requirements include the following:

1. The Respondent must be organized under state and local laws;
2. Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
3. Is neither controlled by, nor under the director or, individuals or entities seeking to derive profit or gain from the organization;
4. Has a tax exemption ruling from the Internal review services under section 501(c)(3) or (4) of the Internal Revenue Code of 1986
5. Is not a governmental entity
6. Has standards of financial accountability that conform to 24 CFR 84.21 "Standards for Financial Systems;"
7. Has among its purposes the provision of decent housing that is affordable to low-income and moderate-income persons, as evidenced in its charter, articles of incorporation, resolutions or by-laws;
8. Maintain accountability to low-income community residents by maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods or low-income residents and provide a formal process for low-income program beneficiaries to advise the organization in decisions regarding design, siting, development, and management of affordable housing;
9. Has demonstrated capacity for carrying out housing projects assisted with HOME funds;
10. Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, the organization must be able to show one year of serving the community before HOME funds are reserved.

Effective Period

Operating expenses will be available to successful respondents for one year from grant agreement execution date.

Eligible Operating Expenses

Operating expenses are reasonable and necessary costs for the operation of the organization. Eligible costs will be reimbursed within the terms of the grant agreement. Such costs may include:

- salaries, wages, and other employee compensation and benefits
- employee education, training, and travel
- rent, utilities, communication costs, taxes, insurance
- equipment, materials and supplies

The City reserves the right to require key staff or key Board Members to attend certain training as a condition of receiving funds awarded under this solicitation. The purpose of such training would be to increase the organization's capacity to carry out its mission to develop affordable housing. Any requirement to attend training will be specified in the grant agreement between the respondent and City.

CHDO Certification and Capacity Development

The City must certify the respondent as a CHDO and document its capacity each time there is a commitment of funds per new requirements from the 2013 Final Home Rule. If an organization desires to apply for HOME funds set aside for CHDO activities, the organization must be certified and document that the organization has the capacity to own, develop, or sponsor housing each time it commits CHDO funds to an organization for a specific project.

Certification is required to receive CHDO Operating Funds through this RFA. To comply with this requirement, respondents must submit one of three applications (Attachment II).

1. New CHDO Certification Application
2. CHDO Recertification Application
3. CHDO Certification Affidavit

Additionally, to qualify as a CHDO, the 2013 Final Home Rule requires that the organization have paid employees with housing experience appropriate for the role the organization expects to take on such as developer, sponsor, or owner. The organization may also now own and operate housing that it does not develop. Therefore, an organization that will undertake development activities must demonstrate development capacity and an organization that will undertake property ownership and management must demonstrate capacity to do so.

The requirement for development capacity can no longer be demonstrated through the use of consultants with development experience, except during the first year of operation as a Community Housing Development Organization, provided that the consultant trains the staff to build capacity. In addition, the capacity requirement cannot be met through the use of volunteers or staff that is donated by another organization. Consultants or volunteers can continue to fill occasional skill gaps or undertake activities that are required only on a periodic

basis (e.g. project underwriting), but cannot be the basis of establishing capacity of an organization seeking a CHDO designation.

004. - SCOPE OF SERVICE

The City's CHDO Operating Expense Program is designed to provide operating funds to Community Housing Development Organizations based on financial need and the expectation that the organization is utilizing or will utilize the City's HOME CHDO development funding within 24 months of the award.

HOME funding provided for CHDO operating expenses may not exceed \$50,000 or 50% of the organizations total annual operating expenses for that fiscal year, whichever is greater. CHDO operating expense funds may not supplant CHDO set-aside funds for project costs.

005. – ADDITIONAL REQUIREMENTS

Intellectual Property

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFA, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

006. - TERM OF CONTRACT

A contract awarded in response to this RFA will be for a one (1) year period from date of execution. A letter of award will be provided to the selected Respondent. The Respondent will have two (2) weeks to provide written acknowledgement.

007. - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 1400 S. Flores, Department of Planning & Community Development's Division of Grants Monitoring and Administration Conference Room, at **2:00 p.m. Central Time, on Thursday, December 11, 2014**. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website www.sanantonio.gov/gma. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Department of Planning & Community Development's Division of Grants Monitoring and Administration Conference Room is wheelchair accessible. The accessible entrance is located at 1400 S. Flores. Accessible parking spaces are located at 1400 S. Flores. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008. - APPLICATION AND SUBMITTAL REQUIREMENTS

Respondent's submission shall include the Application (ATTACHMENT II), items listed in the Checklist (ATTACHMENT I), and all required attachments to this RFA, noted with the appropriate heading.

Respondent is expected to examine this RFA carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE APPLICATION REQUIREMENTS MAY RESULT IN THE RESPONDENT'S APPLICATION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

If submitting a hard copy application, respondent shall submit one (1) original signed in ink, one (1) hard copy and one (1) electronic copy of the application on compact disk (CD) containing an Adobe PDF version of the entire application in a sealed package clearly marked, "FY 2015 CHDO Operating Expense" on the front of the package.

Applications must be received in the City Clerk's Office no later than **2:00 p.m., Central Time, on Tuesday, January 6, 2015** at the address below. Any application or modification received after this time shall not be considered, and will be returned, unopened to the Respondent.

Mailing Address:

City Clerk's Office

Attn: Planning and Community Development – Division of Grants Monitoring and Administration

100 Military Plaza

2nd Floor, City Hall

San Antonio, Texas 78205

Physical Address:

City Clerk's Office

Attn: Planning and Community Development – Division of Grants Monitoring and Administration

100 Military Plaza

2nd Floor, City Hall

San Antonio, Texas 78205

Applications sent by facsimile or email will NOT be accepted.

Application Format

Each application shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. The application should be placed inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective

submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed application. Each application must include the sections and attachments in the sequence listed in the RFA Section – Application and Submittal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the application or may negatively affect scoring.

Modified Applications

Applications may be modified provided such modifications are received prior to the due date for submission of applications and submitted in the same manner as original application. It should include a cover letter with the application, indicating it is a modified application and that the Original application is being withdrawn.

Correct Legal Name

Respondents who submit applications to this RFA shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Application found in this RFA as ATTACHMENT II.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Planning and Community Development shall have the discretion, at any point in the contracting process, to suspend consideration of the application.

Firm Offer

All provisions in Respondent's application, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if an application is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information

All applications become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Application

Any cost or expense incurred by the Respondent that is associated with the preparation of the Application, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

009. - CHANGES TO RFA

Changes to the RFA, made prior to the due date for applications shall be made directly to the original RFA. Changes are captured by creating a replacement version each time the RFA is changed. It is Respondent's responsibility to check for new versions until the application due date. City will assume that all applications received are based on the final version of the RFA as it exists on the day applications are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFA.

010. - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFA or applications from the time the RFA has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFA has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFA and/or application submitted by respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's application from consideration.

Exceptions to the Restrictions on Communication with City employees include the following:

- Respondents may ask verbal questions concerning this RFA at the Pre-Submittal Conference.
- Respondents may submit questions in writing concerning this RFA to the staff contact person listed below until 4:30pm, Central Standard Time, on Tuesday, December 16, 2014. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:
 Laura L. Salinas-Martinez, Contract Manager
 Department of Planning and Community Development
 Division of Grants Monitoring and Administration
 laura.salinas@sanantonio.gov
- Respondents may provide responses to questions asked of them by the staff contact person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

- Upon completion of the evaluation process, Respondents shall receive a notification indicating the recommended firm and anticipated City Council agenda date.

The City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered in violation by Respondent of this section.

011. - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all applications received in response to this RFA. The City may appoint a selection committee to perform the evaluation. Each application will be analyzed to determine overall responsiveness and qualifications under the RFA. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City Council.

For Respondents who have previously received CHDO Operating Expense funds, the City will first assess contract performance to see if any residual funds are eligible for carryover. Additionally, the City will review prior awards to ensure that future awards do not exceed the cap of \$50,000 per Respondent’s fiscal year.

The following criteria and scoring methodology is used by the City in the evaluation and selection of the CHDO Operating Expense applications seeking funding. A total of 100 points are possible.

Capacity: Experience, Background, Qualifications	50 Points
Proposed Plan and Use of Funds	50 Points

012. - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFA.

The contract, if awarded, will be awarded to the Respondent(s) whose application(s) is deemed most advantageous to the City, as determined by the selection committee, upon approval of the City Council.

The City may accept any application in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFA on the part of City; however, final selection of a Respondent is subject to City Council approval.

The City reserves the right to accept one or more applications or reject any or all applications received in response to this RFA, and to waive informalities and irregularities in the applications received. The City also reserves the right to terminate this RFA, and reissue a subsequent solicitation, and/or remedy technical errors in the RFA process.

No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFA and the contract. Contract documents are not binding until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFA does not commit the City to enter into a contract, award any services related to this RFA, nor does it obligate the City to pay any costs incurred in preparation or submission of an application or in anticipation of a contract.

If selected, the Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest

Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>)

Independent Contractor

Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that the City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for applications or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed conflict of interest questionnaire may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to:

Office of the City Clerk
City Hall
100 Military Plaza, 2nd Floor
San Antonio, Texas 78205.

If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

013. - SCHEDULE OF EVENTS

Following is a list of projected dates/times/locations with respect to this RFA:

RFA Release Date	Tuesday, November 25, 2014
Pre-Submittal Conference	Thursday, December 11, 2014 at 2:00 p.m. Location: GMA, 1400 S Flores, San Antonio, Texas 78204
Final Questions Accepted	Tuesday, December 16, 2014 at 4:30 p.m.
Application Due	Tuesday, January 6, 2015 at 2:00 p.m. Location: City Clerk’s Office (Refer to section “008-Application and Submittal Requirements”)

014. - ATTACHMENT I: CHECKLIST

Item	Initial to Indicate Document is Attached to Proposal
○ Attachment II – Application (please include)	
▪ Table of Contents	
▪ General Information	
▪ References	
▪ Capacity: Experience, Background, and Qualifications	
▪ Proposed Plan and Use of Funds	
▪ Signature Page	
○ Attachment III – Insurance Requirements	
○ Attachment IV – Indemnification Requirements	
○ Attachment V – Discretionary Contracts Disclosure Form	

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.

017. - 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.

018. - 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.