



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

REQUEST FOR APPLICATIONS  
("RFA")

for

**CHDO Single-Family New Construction Funding**

Release Date: June 16, 2016  
Applications Due: July 15, 2016

This solicitation has been identified as High Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile 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 10<sup>th</sup> 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 high-profile 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.

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### 003 – HOME PROGRAM REQUIREMENTS

The City of San Antonio's, Department of Planning and Community Development (DPCD) – Division of Grants Monitoring and Administration (the "City") is seeking applications from Community Housing Development Organizations for the purpose of constructing and selling affordable single-family homes to persons at or below 80% of the area median income.

The City of San Antonio has allocated a minimum of \$1,220,000 in HOME Investment Partnership funds specifically for CHDO Single-Family New Construction Activities in the FY 2017 Annual Action Plan. *(Note: Occasionally, additional HOME funds may become available through the receipt of program income and/or the cancelation of previously selected project activities. Should these events occur in sufficient quantities, Staff will utilize the results of this RFA process in making additional or supplemental funding recommendations to the City Council.)*

#### Eligible Respondents

Eligible Respondents are organizations that meet the standards and HOME definition of a Community Housing Development Organization (CHDO) and are required to include **CHDO Certification Application to be considered for funding**. Organizations that do not anticipate meeting the qualifications of a CHDO need not apply.

A Community Housing Development Organization means a private nonprofit organization that:

- (1) Is organized under State or 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 direction of, individuals or entities seeking to derive profit or gain from the organization. A community housing development organization may be sponsored or created by a for-profit entity, but:
  - (i) The for-profit entity may not be an entity whose primary purpose is the development or management of housing, such as a builder, developer, or real estate management firm.
  - (ii) The for-profit entity may not have the right to appoint more than one-third of the membership of the organization's governing body. Board members appointed by the for-profit entity may not appoint the remaining two-thirds of the board members; and
  - (iii) The community housing development organization must be free to contract for goods and services from vendors of its own choosing;
- (4) Has a tax exemption ruling from the Internal Revenue Service under section 501(c) (3) or (4) of the Internal Revenue Code of 1986;

(5) Does not include a public body (including the participating jurisdiction). An organization that is State or locally chartered may qualify as a community housing development organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization's governing body and no more than one-third of the board members may be public officials or employees of the participating jurisdiction or State recipient. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members;

(6) Has standards of financial accountability that conform to 24 CFR 84.21, "Standards for Financial Management 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) Maintains accountability to low-income community residents by:

(i) Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents, or elected representative of low-income neighborhood organizations. For urban areas, "community" may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State); and

(ii) Providing a formal process for low-income program beneficiaries to advise the organization in its decisions regarding the design, site, development, and management of affordable housing;

(9) Has a demonstrated capacity for carrying out activities assisted with HOME funds. An organization may satisfy this requirement by hiring experienced key staff members who have successfully completed similar projects, or a consultant with the same type of experience and a plan to train appropriate key staff members of the organization; and

(10) Has a history of serving the community within which housing to be assisted with HOME funds is to be located. In general, an organization must be able to show one year of serving the community before HOME funds are reserved for the organization. However, a newly created organization formed by local churches, service organizations or neighborhood organizations may meet this requirement by demonstrating that its parent organization has at least a year of serving the community.

On July 24, 2013, HUD published extensive changes to the federal HOME Investment Partnership Program. Among the key proposed rule changes are the qualification standards for Community Housing Development Organizations:

HUD strengthened the requirement that an organization must have paid employee staff with housing development experience in order to be designated as a CHDO. The rule specified that the demonstrated capacity requirement could not be met through the use of volunteers or staff donated by another organization. The rule also eliminated the provision that permitted a CHDO to meet the capacity requirement based upon the use of a consultant to undertake activities and train CHDO staff, unless the organization was a new CHDO and for only a 1 year period.

Respondents should have the capacity and experience with producing and selling multiple homes and be able to demonstrate significant experience and success with the sale of affordable housing.

Eligible respondents must have been operating in good standing with the State of Texas for a minimum of two years. Respondents must be registered with the System for Award Management which has replaced the federal "Excluded Parties List System" and not be either suspended and/or debarred. Please go to [www.sam.gov](http://www.sam.gov) for more information.

Every application must contain a D-U-N-S Number. How to obtain one is explained below. If you do not have a DUNS number, you can register with Dun and Bradstreet at the web address below and you will be issued a number. Please go to [www.dnb.com](http://www.dnb.com) for more information.

Successful respondents may be required to submit additional information, as determined by City staff, necessary to certify the organization and for contract development.

### Project Site(s)

The City of San Antonio is seeking Respondents who have identified specific individual lots or subdivision sites to build single family affordable housing units.

### Scattered New Construction

If sites have already been purchased:

1. Provide market value appraisal information
2. Provide evidence of zoning conformance
3. Provide evidence of ownership

If sites have been identified but not yet been purchased:

1. Obtain and submit at least one appraisal to substantiate the estimated acquisition costs.
2. Provide evidence of zoning conformance
3. Provide evidence of site control
4. Market value land appraisal reports must be obtained at the time of purchase and submitted to the City. Any award of grant funds is contingent on the land appraising at or above the purchase price.
5. A certification from the developer/contractor that the subsoil conditions have been adequately explored with test borings and any costs associated with the subsoil conditions has been included in the Project development budget. If test borings

have not been performed or are not planned, explain why, and provide a signed statement that the respondent or the developer/contractor will accept responsibility for any delays or damages incurred as a result of unforeseen subsoil conditions.

#### Subdivision New Construction

1. Provide an assessment current market demand in the neighborhood in which the project will be located
  - a. May include a market analysis completed by a third party, independent of the Grantee, that includes a detailed study including, but not limited to, definitive absorption rates, demand, comparable prices, current and projected demographic information, and marketability or
  - b. May include providing a verifiable waiting list
2. Provide an appraisal that uses a comprehensive sales comparison approach. The appraised value should reflect the actual conditions (raw land, approved subdivision but unimproved site, or approved and improved site) of the land at the time of purchase.
3. Submit a title report for the property
4. Provide evidence of zoning conformance
5. Provide evidence of site control

#### Housing Design Standards

All builders and developers of infill housing are strongly encouraged to incorporate the defining features of a neighborhood into newly constructed infill houses. Those defining features of older inner city neighborhoods may include: roof pitches, porches, materials, and window types. Developers must comply with any standards established by an existing neighborhood conservation district and/or approved neighborhood plan. Successful Respondent(s) may be required to work with the City's Design Center to finalize specific housing plans.

#### Income Guidelines

Homebuyers purchasing the properties must meet household income requirements of 80% or below area median income as described below and be documented via the HUD Part 5 Method of calculating income. Homebuyers will be required to provide evidence that they meet these income requirements.

Successful Respondents will be responsible for verification of income based upon established requirements of the U.S. Department of HUD. The following income limits by household size represent eligibility for assistance. These income limits are updated annually and updated income limits will be utilized for all respondents as they begin the process.

Household Size	Low Income (80% of Median)
1	no more than \$34,800
2	no more than \$39,800
3	no more than \$44,750
4	no more than \$49,700
5	no more than \$53,700
6	no more than \$57,700
7	no more than \$61,650
8	no more than \$65,650

Applicable Housing Policy

Applicants to homebuyer programs must meet the following criteria:

- Applicant’s projected annual income must not exceed 80% of the Area Median Income, adjusted for household size, at the time of application to the program.
- Applicant must have acceptable credit
- Applicant household must be U.S. Citizens or legal resident aliens
- Home to be purchased must be primary residence of applicant
- Home must be in the city limits of San Antonio
- Purchaser must attend a certified homebuyer counseling class
- Applicant must make a minimum initial cash investment of \$500 toward purchase of home
- Home must have been constructed legally and meet City Code requirements
- Applicant must not have owned a home during the three year period immediately prior to application

Following are exceptions to the “three year” rule: displaced homemakers (an adult, 21 years of age or older who has not worked full time in the labor force for a number of years, but has during those years worked primarily as a homemaker, who is unemployed and experiencing difficulty in obtaining employment) or single parents (an individual who is unmarried or legally separated from a spouse and who has custody of one or more minor children, or someone who is pregnant at the time of application).

Following are the credit standards for homebuyer programs:

- No Chapter 7 or Chapter 13 bankruptcy if primary or any mortgage is included as a secured creditor on the subject property for which the City or subrecipient will place a lien securing the loan.
- Qualifying debt to income ratios are 30% on the front end and 41% on the back end. With compensating factors, the City will allow 33% on the front end and 42% on the back end.
- Maximum loan is up to and is subject to the 1<sup>st</sup> lien holder’s approval of Complete Loan to Value (CLTV).

Predatory lending describes lending practices that take advantage of clients by charging usurious interest rates or excessive fees and penalties. Loans will not be made with an interest rate more than 2% about the prevailing market rate.

Single family rental programs must meet the following criteria:

- Respondents must maintain affordable rents as described by HUD rent limits
- Respondents must adhere to tenant income requirements and must not exceed 80% of the gross household income
- Tenant selection policies must limit housing to income-eligible households
- Respondents must provide utility allowances for renters as approved by the City of San Antonio utilizing the HUD Standard Utility Allowance Model
- Repayment of HOME funds would be required for any unit that is not rented to eligible tenants within 18 months of project completion

All homebuyers must have a pre-purchase counseling course prior to the closing date. The course must be a HUD recognized homebuyer education curriculum taught by an individual that has been certified to conduct homebuyer counseling.

The maximum sales price of an “affordable” single family home in the City of San Antonio is \$228,000 based on FY 2016 HOME Homeownership Value Limits. However, Respondents should conduct an assessment of the market to base sales price decisions on home price data from recent sales and other information about home values in the area including differences in size, quality, condition, location, and other amenities.

#### Other Compliance Requirements

All awardees must meet the HUD program regulatory compliance requirements. These requirements include:

#### Affirmative Fair Housing Marketing

In an effort to alleviate housing discrimination within their jurisdiction, promote fair housing choice, and provide opportunities for all persons to reside in any given housing development, Respondents will be required to submit a marketing strategy designed to attract homebuyers that would be least likely to purchase a home. The City requires that projects resulting in five or more assisted housing units implement affirmative marketing approaches to make a good faith effort to attract those groups of individuals who are underrepresented in the community. All marketing and outreach efforts shall display the Equal Housing Opportunity Logo and/or the phrase “Equal Housing Opportunity” when appropriate. Additionally Respondents will be required to submit a completed HUD Form 935.2B. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=935-2b.pdf>.

#### Debarred Contractors

Developers shall not use debarred, suspended or ineligible contractors in the development as required by 24 CFR Part 5.

### Conflict of Interest

No persons who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient who exercise or have exercised any functions or responsibilities with respect to HOME activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME-assisted activity, or with respect to the proceeds of the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

### Labor Provisions (Davis Bacon Act)

Every contract for the new construction of housing that includes 12 or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, pursuant to the Davis-Bacon Act. The wage provisions apply to any construction contract that includes a total of 12 or more HOME-assisted units, whether one or more than one project is covered by the construction contract. Wage provisions must be contained in the construction contract so as to cover all laborers and mechanics employed in the development of the entire project, including portions other than the assisted units. Arranging multiple construction contracts within a single project for the purpose of avoiding the wage provisions is not permitted. Prevailing wage provisions do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered. The prevailing wage provisions do not apply to members of an eligible family, who provide labor in exchange for acquisition of a property for homeownership or provide labor in lieu of rent payments.

### Match Requirements

The project must meet a 25% HOME matching requirement of contributions made from non-federal resources and may be in the form of one or more of the following:

- Cash contributions from nonfederal sources.
- Forbearance of State/Local taxes, charges, and fees
- Donated real property
- Cost, not paid with federal resources, of on-site and off-site infrastructure that the participating jurisdiction documents are directly required for HOME-assisted projects
- Proceeds from single family affordable housing project bond financing validly issued by a State or local government, or an agency or instrumentality of a State or local government or a political subdivision of a State and repayable with revenues from the affordable housing project
- Reasonable value of donated site-preparation and construction materials, not acquired with federal resources
- Reasonable rental value of the donated use of site preparation or construction equipment
- Value of donated or voluntary labor or professional services in connection with the provision of affordable housing

- The value of sweat equity provided to a homeownership project, under an established component of a participating jurisdiction's program, up until the time of project completion
- The direct cost of supportive services provided to families residing in HOME-assisted units during the period of affordability. Examples include: case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, day care, and job training and counseling.
- The direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds, including ongoing counseling services provided during the period of affordability.

### Real Property Acquisition

The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, subpart B.

### Relocation

In accordance with the Uniform Relocation Act (URA) of 1970, Respondent must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds.

What are the URA's objectives?

- To provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement
- To ensure that no individual or family is displaced unless decent, safe, and sanitary (DSS) housing is available within the displaced person's financial means
- To help improve the housing conditions of displaced persons living in substandard housing
- To encourage and expedite acquisition by agreement and without coercion

### Section 3 Program

The City's Office of Grants Monitoring and Administration is committed to compliance with the HUD Section 3 regulations 24 CFR Part 135. It is our desire to ensure compliance with the City's Section 3 goals, to the greatest extent feasible, through the awarding of contracts to Section 3 business concerns and through the employment and training of Section 3 residents. In general, Section 3 requires outreach, prior to awarding contracts and subcontracts to construct a project under the program. Respondents must conduct outreach to low-income individuals living in the area where the project is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the project.

Respondents are required to complete and submit the attached Section 3 Utilization Plan. The Section 3 Goals are as follows:

1. 30% of the aggregate number of new hires shall be Section 3 Residents
2. 10% of all covered contracts shall be awarded to Section 3 Businesses
3. 3% of all covered non-construction contracts shall be awarded to Section 3 Business

#### Additional Requirements

1. The Respondent will be responsible for constructing affordable detached single family homes consistent with the character of the neighborhood, existing neighborhood conservation district, or neighborhood plan, and in accordance with the deed restrictions. The Respondent shall monitor construction activities to ensure completion is on schedule, maintains effective cost controls, and is in compliance with federal, state and local laws.
2. The selected homebuilder(s) will secure all other necessary financing to complete the construction and sale of the single family homes and will submit preliminary project budgets to the City to include sources and uses, building construction costs and associated fees, contingencies, and other miscellaneous costs.
3. Respondents shall not develop speculative single family housing. HOME regulations require all homebuyer units that are not sold within 6 months of rehabilitation or construction completion must be converted to rental projects. If a Respondent proposes to develop housing for rental purposes, it must adhere to rules on rental limits, tenant re-certifications, annual inspections, and ongoing monitoring requirements.
4. Fees to the selected homebuilder(s) shall be subject to review by the City. In general, homebuilder fees of 12% of the project costs for profit and overhead or less will be accepted. *If a developer proposes a fee above 12% up to the maximum allowable fee of 15%, the developer must provide additional justification to document the higher fee.* Net developer fee is expressed as a percentage of the project costs. Project costs are defined as all hard and soft costs of construction excluding deferred developer fee and contingency.
5. All homes must be considered affordable and must be sold or rented by the Respondent to households at or below 80% AMI as described above in the income requirements.
6. If rented, Respondent must provide a copy of Tenant Selection Policies that are in line with the following provisions:
  - a. Policies must limit housing to income-eligible households
  - b. Policies must have criteria that are reasonably related to an applicant's ability to

perform obligations of the lease such as:

- i. paying rent
    - ii. not damaging the housing
    - iii. not interfering with the rights and quiet enjoyment of other tenants
  - c. Policies for preference to a particular segment of the population must not violate nondiscrimination requirements
  - d. A project may have a limitation or preference for people with disabilities who need services offered at a project only if:
    - i. It is limited to households with disabilities that significantly interfere with their ability to obtain and maintain housing;
    - ii. The households will not be able to maintain themselves in housing without appropriate supportive services; and,
    - iii. The needed services cannot be provided in a non-segregated setting.
      1. Families must not be required to accept the services offered at the project.
      2. Advertising may feature the services for a particular type of disability, but the project must be open to all people with disabilities who may benefit from the services at the project.
7. The sales price of the homes is to be determined by the homebuilder(s) according to market conditions for the area, suitable amenities, and affordability by buyers as outlined above. However, sales price cannot exceed \$228,000 based on FY 2016 HOME Homeownership Value Limits.
8. The Respondent(s) will be expected to provide a variety of homes consistent with the neighborhood in appearance, quality, fixtures, finishes, exterior features and construction materials. The homes are to have at least three (3) bedrooms. Examples of the designs (floor plans and drawings showing elevations) intended for construction on the lots are to be submitted for review and approval. All house plans proposed shall be signed and sealed by a licensed architect, and must be approved by the City's design review staff.
9. The Respondent(s) will be responsible for all advertising, marketing and promotional activities, and costs necessary to sell all of the homes.
10. The Respondent must secure all manufacturer and supplier warranties prior to the homebuyer closing and provide them to the homeowner.
11. The Respondent will arbitrate disputes and/or complaints' arising between homeowners/renters regarding work to be performed, is underway, or has been completed.
12. The Respondent shall submit monthly performance reports, as well as, any other federal reporting as required by the respective funding source and/or City as outlined

in the agreement. Respondent shall prepare status reports as requested by the City.

13. The Respondent must prepare any closeout documents related to the administration of this project.
14. The Respondent must perform all duties as required by their agreement and in accordance with the City's Housing Policy, as amended.
15. The Respondent is responsible for ensuring that the Contractor adheres to the requirements of the City's Housing Policy, and adheres to any local construction requirements and building codes, as amended.
16. The Respondent must ensure all programmatic records are available for all monitoring and site visits. With respect to all matters covered by this APPLICATION, all records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the City, HUD, or other federal agencies may require.

#### **004 - TERM OF CONTRACT**

A letter of award will be provided to the selected Respondent. The Respondent will have two (2) weeks to provide written acknowledgement. The terms of the agreement with the City will be performance driven based on the project timeline.

#### **005 - 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 **10:00 a.m. Central Time, on Wednesday, June 29, 2015**. 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](http://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.

## 006 - APPLICATION AND SUBMITTAL REQUIREMENTS

Respondent's submission shall include the Application (Excel), Exhibit items listed in the Submission Checklist, and all required attachments to this RFA, noted with the appropriate heading. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

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.

Respondent shall submit their application in the following manner:

- One (1) original hard copy of the Application, signed in ink
- One (1) electronic copy of the Application on compact disk (CD) containing a Microsoft Excel version of the Application with any attachments requiring in an Adobe PDF.
- Applications should be submitted in a sealed package clearly marked with the project name and "CHDO Single-Family New Construction" on the front/top of the package.

Applications must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on Friday, July 15, 2016 at the address below. Any application or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the mailing address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival. **Applications sent by facsimile or email will NOT be accepted.**

**Mailing Address:**

City Clerk's Office

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

100 Military Plaza

1<sup>st</sup> 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

1<sup>st</sup> Floor, City Hall San Antonio, Texas 78205

### Application Format

Each application shall be typewritten 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. 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 Submittal Checklist, 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.

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 a 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.

### **007 - 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.

### **008 - RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with 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. 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.

The only communication allowed with City staff includes the following:

- Respondents may ask verbal questions concerning this RFA at the Pre-Submittal Conference.
- Respondents may submit questions concerning this RFA to the Staff Contact Person listed below until 4:30p.m. Central Standard Time, on Wednesday, June 30, 2016. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Kimberly Flowers

Contract Manager, Department of Planning and Community Development, Division of Grants Monitoring and Administration

[kimberly.flowers@sanantonio.gov](mailto:kimberly.flowers@sanantonio.gov)

- Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. In addition, 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 letter indicating the recommended firm and anticipated City Council agenda date.
- Respondents desiring a review of the solicitation process may submit a written request no later than seven calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

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.

### **009 - 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.

The following criteria and scoring methodology is used by the City in the evaluation and selection of the CHDO Single-Family New Construction Program applications seeking funding. These criteria are in addition to any threshold requirements of the City of San Antonio Housing Policy. **A total of 190 points are possible.**

Experience of the CHDO and, if applicable, the CHDO's Development Team

- a. Prior experience of CHDO and the ability to provide a quality product;
- b. Evidence of the CHDO to show the ability to finance, design, develop, construct, market, and sell/rent affordable housing to HOME eligible buyers/renters;
- c. Evidence of sufficient qualified staff to complete the project requirements;
- d. Evidence of ability to meet proposed schedule;
- e. Evidence of available financing;
- f. Evidence of quality performance within a project schedule and budget;
- g. Evidence of compliance with all requirements of the Application.

Financial Health of the CHDO

- a. Current Ratio 1.5 or higher
- b. Cash Ratio 1.0 or higher

- c. Cash and Cash Equivalents Exceed Three Months Operating Expenses
- d. Cash and Cash Equivalents Exceed Six Months Operating Expenses

#### Proposed Project Plan and Project Feasibility

- a. Plan consistency with HOME rules and regulation and City's housing policies
- b. Evidence of housing need and market demand
- c. Strategy and plan for promoting and selling/leasing new homes
- d. Affirmative marketing plan
- e. Quality of site plan, floor plans and elevations
- f. Project amenities
- g. Development Cost & Budget
- h. Sources of Project Financing (permanent)
- i. Pricing
- j. Pro-forma/Rent Schedules
- k. Affordability analysis

#### Homebuyer Counseling or Resident Services Program

- a. Homebuyer Counseling Program Plan (attach copy of Program/Plan)
- b. Resident Services Program Plan (attach description of Program/Plan)
- c. Evidence of Staff capacity and resources to execute

#### Project Readiness

- a. All entitlements secured
- b. Property acquired (closed)
- c. Other sources of financing committed
- d. Phase I (and Phase II if recommended by Phase I) Environmental Report (s) completed and submitted with application

#### Efficient Use of HOME or other public funds

- a. Amount of HOME subsidy per HOME assisted unit (tie breaker is HOME subsidy per square foot)
- b. Leveraging ratio (ratio of HOME/public dollars to other sources of project financing)
- c. Evidence of eligible HOME Match

#### Project Site Characteristics and Transit Amenities

- a. Project meets land use density requirements at time of application
- b. Project meets zoning requirements at time of application
- c. Project consistent with target area, neighborhood and/or sector plan at time of application
- d. Project is currently located in one or more of the REnewSA target areas
- e. Project is located in the IC/RIP area, as defined at the time of application
- f. Project is located within one quarter (1/4) mile of a bus station or stop
- g. Project is located within a 20 minute bus commute of a major employment center
- h. Project is located within one quarter (1/4) mile of a public park

- i. Project is located within one quarter (1/4) mile of a book-lending library
- j. Project is located within one quarter (1/4) mile of a full scale grocery store of 25,000 square feet or more where staples, fresh produce and fresh meats are sold.
- k. Project is located within one quarter (1/4) mile of a community, senior or other similar center or facility that serves populations similar to those residing in the project
- l. Project is located within one-half (1/2) mile of a hospital or a qualifying medical clinic (a qualifying medical clinic must have a physician, physician's assistant, or nurse practitioner onsite for a minimum of 40 hours each week and accept Medicare and Medicaid payments)

### Section 3 Utilization Plan

Respondents are required to complete and submit the attached Section 3 Utilization Plan. The Section 3 Goals are as follows:

- a. 30% of the aggregate number of new hires shall be Section 3 Residents
- b. 10% of all covered contracts shall be awarded to Section 3 Businesses
- c. 3% of all covered non-construction contracts shall be awarded to Section 3 Business

### Build San Antonio Green (BSAG)

- BSAG New Construction Level 1 – High Performance
- BSAG New Construction Level 2 – Solar Ready
- BSAG New Construction Level 3 – Solar Home

## **010 - 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 City, as determined by the selection committee, upon approval of the City Council.

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.

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. 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 on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to

terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

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

If selected, 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; the City officer or employee’s parent, child or spouse; a business entity in which the City officer or employee or the City officer or employee’s 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 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 should be submitted as part of this application. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

### **011 - SCHEDULE OF EVENTS**

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

RFA Release Date	Thursday, June 16, 2016
Pre-Submittal Conference	Wednesday, June 29, 2016 at 10:00am Department of Planning & Community Development 1400 S. Flores, GMA Conference Room
Final Questions Accepted	Wednesday, June 29, 2016 at 4:30pm
Applications Due	Friday, July 15, 2016 at 2:00pm Office of the City Clerk 100 Military Plaza, 1 <sup>st</sup> Floor

### **012 – 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:

A) 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 "Historic Acquisition Rehab Program" 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.

B) 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.

C) 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- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	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
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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.

### **013 - 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:

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 counsel 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.