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818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

REQUEST FOR PROPOSALS

For

Development Partner for 5700 Culebra Road

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

RFP#: 1808-909-57-4827

Prepared by:

Department of Procurement
of
The San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO David Nisivoccia

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Section A

Background Information and Evaluation

I. Background Information: The San Antonio Housing Authority d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

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

Its primary activity is the ownership and management of over 6,300 public housing units. It also administers rental assistance for almost 12,000 privately owned rental units through the Section 8 program. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for Development Partners of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

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

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

SAHA is one of the largest Public Housing Authorities in the State of Texas and has an existing team of experienced staff and consultants assembled to facilitate the development of its properties.

SAHA can provide the following resources:

- Sales Tax exemption
- Subsidy funding i.e. Replacement Housing Funds, Project Based Vouchers (PBV)
- Property Tax exemption/land value
- Provide residents for Section 3
- Assist with Public Housing and Section 8 Residents for development

II. Background:

The following parcel is available for development:

Site: The site is located at 5700 Culebra Rd (aka Mira Vista Site) in the Northwest side of San Antonio in City Council District 7. The site is approximately 10 acres. There are other multi-family developments in the area and the site is in close proximity to Southwest Research Center and has good access to roads and highways. The zoning for this parcel is C-2 (See Exhibit B4).

II. Development Partner Opportunity

The Housing Authority of San Antonio, Texas (SAHA) is requesting proposals from qualified and experienced developers (hereinafter referred to as “Respondent” or “Development Partner”) who possess the qualifications and expertise to implement a comprehensive development project for the parcel described in Article II.

III. Timeline:

DATE ISSUED	September 5, 2018
NON-MANDATORY PRE-SUBMITTAL MEETING	September 21, 2018 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
LAST DATE FOR QUESTIONS	September 24, 2018 2:00 P.M.
PROPOSAL DUE DATE	October 5, 2018 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	November/December 2018

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum and by posting on SAHA’s website and other websites.

IV. Objectives:

The Housing Authority of San Antonio, Texas (hereinafter called "SAHA" or the "Authority") is requesting responses to this Request for Proposal from experienced developers who can demonstrate that they possess the qualifications, expertise, financial resources and management capability to implement a comprehensive development project at the parcel described in Article II. **Each proposal will be evaluated separately.**

The Development Partner must be creative in its approach to the development plan and shall consider in its strategy and plan a broad range of mixed use options such as: multi-family rentals, live-work units, retail, and non-residential opportunities. SAHA remains flexible as to the role to be played by the Developer. We are willing to consider a Developer who is interested in developing the project for an agreed-upon fee or any other method allowed by law. We are also willing to consider a Developer who desires to become a partner with SAHA in the ownership, development and operation of the property. This is a matter to be discussed and negotiated between SAHA and the Developer selected following review of proposals received in response to this RFP. **Proposal development terms will require Board approval.**

The Authority intends to apply for any available and applicable public and private funds and resources to finance the development, including available development funding, State funds, tax-exempt bonds and low income housing tax credits. To be responsive, the Respondent will detail in its statements of qualification, its history and experience with similar development initiatives and detail how this will be utilized in the proposed program. The Development Partner will be expected to assist in the submission of funding applications where appropriate.

Respondent's must demonstrate their experience, capacity and readiness to financially and technically refine, plan, finance, implement and manage the proposed Development Plan concept in coordination and in partnership with Authority and its affiliate(s) consistent with the Program Requirements found in Section C4. The responses must clearly articulate and demonstrate previous experience and qualifications relative to the implementation of programs of similar scale, cost and complexity as described in response to this solicitation.

The Authority encourages creative proposals that benefit the overall development effort, the Authority and the surrounding community. Respondents are encouraged to enter into joint venture/ sub-developer relationships with development team participants, where appropriate, to create highly qualified and experienced teams responsive to the needs of the Authority.

Initially, the successful Respondent will enter into an agreement with the Authority to refine the concepts presented in their response, fully detail proposed financing options and approaches, and to develop a clearly articulated Development Plan in detail. In collaboration with Authority, the selected Development Partner will be responsible for regularly communicating progress and details developed during preparation of the Plan to residents, the City, key stakeholders, and the broader community.

Subject to the satisfactory completion and acceptance/approval of the Development Plan by the Authority, one or more development agreements will be negotiated and executed by the Authority with the selected Development Partner that identifies the Authority as a project co-developer. The Authority anticipates maintaining significant leadership, ownership and operational roles in the development. The development agreement may only provide for a single phase of development.

The development agreement will delineate the roles and responsibilities of Authority and the Development Partner, and will define relevant business terms, milestones and parameters for the development phase or component. The selected Development Partner in collaboration with the Authority will be responsible for securing funding for pre-development, the development program, construction, lease up and management.

V. Desired Outcome:

The Mira Vista site has significant features and strengths that offer distinct opportunities and potential uses in the plan of development. The location of the property, its size and proximity to key active retail and commercial establishments are significant features that will support and enhance development opportunities.

The successful Respondent(s) must articulate and present preliminary development concepts for the property integrating the parcel into the larger community, increasing access to affordable and quality housing, strengthening community resources, and providing an appropriate affordable mixed income multi-family rentals, live/work units, public housing, and non-residential (commercial, retail) components for the site.

The successful Respondent must demonstrate the ability and past experience working with the significant involvement of SAHA to implement a site specific Development Plan. Proposals must clearly commit to including the Authority, the community and institutional stakeholders in its development planning process.

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

A. Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

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

B. Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on SAHA's evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Respondent will be excluded from participation on SAHA's evaluation panel.

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

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

In preparing the proposal to the Authority, it is important for Respondents to clearly demonstrate their expertise and qualifications in the evaluation areas described in this chart and as outlined in the solicitation.

Table on next page.

No	Points	Weight	CRITERION DESCRIPTION
1	0-5	25%	Experience and Capacity of Development Team <ul style="list-style-type: none"> • Successful experience in the planning and construction of mixed-income, mixed-finance and mixed-use housing development projects of comparable size and complexity in urban areas. • The financial capacity (as developer and provider of guarantees) as evidenced by financial statements, the firm's most recent audit and bank references, and the Development Partner's discussion of how it intends to honor all guarantees should the need arise. • Respondent clearly articulates its willingness, agreement and demonstrates past experience in collaboratively working with a public housing Authority and the degree to which one or more members of the development team demonstrate familiarity with rules and requirements applicable to mixed-finance development, and public housing operations. • Experience in working collaboratively with residents and Housing Authorities as determined through references • The Respondent's team's successful experience in their respective disciplines as required for the planning, development and operation of mixed-income, mixed-finance and mixed-use developments of comparable size and complexity in urban areas. • Respondent's past ability to obtain, structure and implement layered financing for similar projects, including low income housing tax credits, private and other public financing.
2	0-5	35%	Management Plan/ Technical Response/Design Concept and Development Plan: <ul style="list-style-type: none"> • The sustainability experience, establishing partnerships with business/city agencies and for transportation alternatives for total neighborhood development. The degree to which Respondent's plan and technical response is clear, responsive and innovative and meets the needs of the Authority in terms of meaningful and significant ownership, management and operations roles. • The proposal includes an aggressive but realistic development schedule. • The degree to which the Respondent articulates and presents a development concept for the property that includes appropriate architecture, site utilization, density and income mixes and uses. Preference will be given to those Respondent's whose development plan reflects the potential for additional development by leveraging the Culebra property for other development properties under Respondent's control. • The degree to which the Respondent appears to understand the critical issues of the development program and will be able to demonstrate a feasible financing and development plan. • The Respondent demonstrates solid construction management experience and presents a coherent construction management plan that identifies and resolves issues as they arise leading to the soonest possible completion of development. • The extent to which the business terms recognize the goals and objectives of the Authority including reasonable sharing of ownership, roles, cash flows, fees with the Authority.
3	0-5	30%	Financing Structure and Plan: A fee structure that is highly competitive and reflects value for the Authority <ul style="list-style-type: none"> • A financing plan that reflects a creative approach to leveraging other resources, both capital and in-kind, so as to minimize the net use of SAHA and other public funds, and offers SAHA a return on its investment. • Respondent's proven access to capital and equity funding; ability to obtain structure and implement complex layered financing for such projects, including 9% tax credits and other sources of financing. • The degree to which the Respondent is able to creatively finance predevelopment and other costs • Overall cost and benefit to SAHA
4	0-5	5%	Strength of the Development Partner's Section Utilization 3 Plan
5	0-5	5%	Strength of the Development Partner's S/W/MBE Utilization Plan
		100%	Total Points for Criteria
		Max. Points	HUD SECTION 3
1		5	Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a		5	Category I: As detailed in Attachment D
b		4	Category II: As detailed in Attachment D
c		3	Category III: As detailed in Attachment D
d		2	Category IV: As detailed in Attachment D

IX. Competitive Range: Once a competitive range is established from the proposals submitted, a short list may be established and SAHA reserves the right to require Respondents within the short list to make a presentation to the evaluation committee. Presentations, if requested, shall be a factor in the award recommendation.

X. Program Requirements:

Respondents are strongly encouraged to examine the proposed Program Requirements outlined below and to respond in their Proposal with detailed information that demonstrates experience in responding to the market and the environment, and Respondent's ability to provide services, access to capital, planning and development, property management and any other skills necessary for the successful redevelopment of the Project. The implementation plan shall be consistent with the following minimum Program Requirements:

- A. Create new residential multi-family rental that may include Live/work units, retail or other mixed use units. This will result in a new, economically viable mixed-income community that includes residential and, if feasible, non-residential uses. The community may include a mixture of affordable and market rate rental and commercial units as determined to be viable and advantageous to the overall development plan through the master planning process. The different affordability types should be mixed across all building types and located throughout the site.
- C. Community facilities and commercial development are envisioned to be components of the development plans to be more specifically determined in the master planning process. Development partner will assist in securing agreements with area agencies, local business and governments to provide services and activities that will support the success of transforming the area.
- D. Design the community respectful of the RenewSA and Mira Vista community plans and principles.
- E. Create an environmentally sustainable community by creating structures and using processes that are environmentally responsible and resource efficiently throughout a building's life cycle from siting to design, construction, operation, maintenance, and meet Build San Antonio Green Level II.
- F. Pursue funding and equity sources appropriate for the development program and leverage SAHA funding in a manner that maximizes the efficiency and effectiveness of public capital
- G. Create a diverse community that is incorporated into the larger neighborhood, strengthens the economic vitality of the area and, to the extent feasible, supports the functions of daily life including education, recreation, retail and community facilities.
- H. Provide public/private partnership alternatives for ownership, financing, development, property management, and community services.
- I. Promote Section 3 and SWM/DBE goals and objectives in constructing, developing and operating the Project.

Section B
Instructions to Respondents

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

POINT OF CONTACT	Charles Bode, Assistant Director of Procurement San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6703 E-mail: charles_bode@saha.org
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The Request for Proposal can be obtained by calling 210-477-6059 or online at

www.saha.org

<http://nahro.economicengine.com>

<http://www.publicpurchase.com>

All Addenda will be posted on SAHA's website www.saha.org, <http://nahro.economicengine.com> and www.publicpurchase.com. Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

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

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

III. Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (e-mail is acceptable) to the contact person listed herein and will be answered in an addendum.

IV. SAHA'S Reservation of Rights:

SAHA reserves the right, without liability, to:

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

- establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
 - require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
 - amend the terms of the contract any time prior to contract execution.
 - contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.
- V. Timely Submissions:** Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.
- VI. Pre-Qualification:** Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work
- VII. Review of RFP Forms, Documents, Specifications and Drawings:** It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.
- VIII. Responses:** A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as Attachment F, and three (3) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP # {Insert Number}}
{Insert Exact Title of RFP}
{Insert Month, day, year, Time of Bid Opening}
The San Antonio Housing Authority
Procurement Department
818 S. Flores
San Antonio, Texas 78204

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

IX. Withdrawal of Proposals: A request for withdrawal of a Proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all proposals to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her Proposal confers no right of withdrawal or modification of the proposal after such Proposal has been received and opened.

X. Mistake in Proposal Submitted: After a Proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a Proposal due to a material mistake in the Proposal.

A. Irregular Proposal Submittal: A Proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:

- If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- If all requested completed attachments do not accompany the Proposal submittal.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
- If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

XI. Disqualification of Respondents: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her Proposal:

- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

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

XII. Questions/Inquiries: A Respondent may inquire or question any of the RFP or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.

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

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

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

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

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

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

APPEAL OF RFP NO. (insert exact number of RFP here)
San Antonio Housing Authority
Attn: Procurement Department
818 South Flores Street
San Antonio, TX 78204

XXI. Bonding

A. Bonding is not required for this solicitation.

XXII. Escalation: No escalations shall be considered, this will be a fixed fee contract.

End Section B

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Section C
Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. The Authority reserves the right to request additional information or documentation from the Respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, but within the page limitations, those materials should be identified as such and included in a separate section of the submittal.

C.1 Tab 1, References: The Respondent shall submit 3 former or current clients within the past 7 years, preferably other than SAHA, that demonstrate the Respondent's experience and success in developing, managing and financing or co-financing similar in scope, complexity and cost with the concept proposed for this Project. The list shall, at a minimum, include for each reference:

- C.1.1** The client's name and name of the contact
- C.1.2** The client's current telephone number and address
- C.1.3** Description of services provided to the client
- C.1.4** Description of the type of property
- C.1.5** Date of services

This information shall be submitted under the Tab 1 of the Proposal.

C.2 Tab 2, HUD Forms, Conflict of Interest Questionnaire and Form 1295: These Forms are attached hereto as Attachment B to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal. ***NOTE* Only** the successful Respondent shall be required to submit a Form 1295 to the Texas Ethics Commission in compliance with Government Code 2252.908 and a copy of the submission along with the Certification prior to execution of the contract with SAHA.

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

C.3 Tab 3, Profile of Firm Form & Company Biography: The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Respondent. Also submit the Company Biography under this tab.

This information shall be included as Tab 3 of the Proposal.

C.4 Tab 4, Evaluation Factors: The Respondent must submit under this tab a response that addresses each of the following evaluation factors. Small/Minority/Woman/Veteran Owned Business Enterprise and Section 3 utilization plans are covered in Tabs 6 and 7 below.

A. Experience and Capacity of Development Team to Develop and Manage Property

1. List all affordable and mixed-income rental housing projects (preferably involving public housing units) successfully completed within the past 5 years, identifying the states where the projects are located, the total cost of development, soft costs, and hard costs, sources of financing including the size of the tax credit allocations and tax-exempt bond allocations received, the name of the investor(s) and dollar amount the investor(s) paid for the tax credits (expressed in cents per tax credit dollar). Specify the number of units, unit size, and income groups served and cost of each project. Provide evidence of timely development demonstrating that projects were on schedule and within budget.
2. Indicate the projects which employed alternative construction techniques, such as deconstruction, prefabricated buildings, etc. Indicate projects employing sustainable development techniques.
3. Demonstrate experience with property management (either directly or through supervision of property management provided by a third party). Include information about income groups served, current occupancy levels, operating deficit history, and ability to provide funding for community and supportive services programs.
4. Provide examples of previous projects evidencing the Development Partner's experience with successful new construction of single-family homeownership residences in an urban setting, including any such projects that are mixed-income.
5. Respondent shall discuss past success in securing a wide range of financing for all of the types of development as is proposed in the Proposal development plan. The Respondent must state the status of current or pending funding requests and past experience or history in securing funding from all sources. The Respondent must demonstrate successful experience in the master planning and construction of mixed-income, housing development projects of comparable size and complexity in areas working with public housing authorities.
6. Respondent shall indicate all previous experiences with such a relationship with other Public Housing Authorities, describing successes and failures. Address potential concerns (if any) regarding the partnership approach with Authority

B. Team Description.

1. A detailed listing of all prior and current DBAs, affiliates, fictitious names and prior names used by the Respondent and team members (if any). Clearly state the legal status of the entity submitting the response, its status in the State of Texas and any entities to be formed upon selection.
2. Description of the firm size in annual revenues, number of employees, and a description of type, location, completions accomplished during the most recent three years, scheduled completion and dollar value of the projects in the pipeline and projects completed over the last three years.
3. Identify the individual who will serve as principal contact person and Project Manager/lead for the Respondent, who will direct and coordinate the effort through completion. Describe the project manager's prior experience with projects of similar scope and size, with particular emphasis on experience directing a multi- disciplinary team and facilitating a community involvement process. This person will be considered a **Key Person** by the Authority. Removal or replacement of this individual is subject to the approval by the Authority and may be grounds for contract termination. The authority of the Project Manager to execute transactions and make decisions on behalf of the responding firm must be clearly defined, and full legal and contractual authority is strongly preferred.
4. Provide profiles of key staff, who will also be involved in the redevelopment effort. Specify the roles of key staff in carrying out this development initiative and their previous experience with housing development and redevelopment. The submission must provide an organization chart of the Respondent's team. Please provide a description and specific projects and clients demonstrating the Respondent's team's prior experience working collaboratively together. In addition, the submission must provide examples of the team's individual and/or collaborative prior experience with projects of similar scope and size, as well as experience in Texas.
5. Indicate whether the Respondent or any team member, their successors, affiliates or prior entities has ever been terminated from a contract, has been or is debarred, has been sued, or is currently in litigation with a client or governmental entity and if so, describe the circumstances and outcomes in detail.

C. Financial Capacity

1. Attach three concurrent years of audited or Certified Public Accountant prepared Financial statements from each member of the Development Partner's team who will be providing any guarantees in connection with the development and operation of the project. The financial statements must include the most current year for which audited or CPA prepared financial statements are available. The statements must include an Income Statement as well as a Balance Sheet showing assets, liabilities and net worth of the entity. Financial statements and bank references may be placed in a separate sealed envelope marked "confidential." Additionally, submit one bank reference for the Development Partner. **ALL RESPONSES SHOULD INCLUDE**

THE FINANCIAL INFORMATION OF THE LEAD/PROPOSING ENTITY AND ONLY INFORMATION FOR THE ENTITY PROPOSING WILL BE CONSIDERED. Single purpose entities or partnerships created in response to this RFP are not eligible, only financial information for the specific entity proposing will be considered. The response must clearly designate who, among the previously existing team members, will be the “leader” and primary financial backer and provide all required financial information for this lead team member. It should be noted that this team member will be considered the primary contact between the selected development team, Authority, and other key stakeholders and will be considered to have primary responsibility throughout the Development process.

2. Provide a statement indicating how the Development Partner will honor all financial guarantees, should the need arise.
3. Provide a detailed narrative including specific references to the financial statements above, indicating how the Respondent will contribute to financing pre-development costs, development costs, guarantees, bonds and other expenses.
4. Overall cost and benefit to SAHA.

D. Management Approach and Development Plan:

1. The Respondent must detail its proposed business terms for the development, including proposals for the Authority’s compensation or cost sharing, acquisition or ground lease terms, developer fee (calculation and sharing with Authority), project cash flows, post-tax credit compliance period ownership, asset and property management and timing of payment of such fee for developing the project as currently proposed, and basis for how it might change should the development project change. The Respondent should describe the proposed compensation and return on investment to be paid to the Authority, and timing of such payments during the construction period and through project operation, including, without limitation, a share of development fees, management fees, interest earnings on loans and residual cash flow.
2. The Proposer must CLEARLY state and describe the ability, interest and plans for Authority to participate in the development process, asset management and property management process and fees sharing.

Specific items to include are:

- a. A preliminary financing strategy consisting of, at a minimum, the development budget, including sources and uses, and operating proforma(s). Assumptions regarding development sources must be clearly identified, including proceeds from sales of homes, equity from sale of LIHTCs, other sources of public and/or private subordinate financing, and permanent debt. The Development Partner must state status of capacity to obtain LIHTC awards in Texas for the proposed project.
- b. The proposed developer fee arrangement,
- c. Clearly state the ownership terms being proposed both during the tax credit period and post the compliance period. Post tax credit compliance, the Authority anticipates being the sole owner of the property at the IRS minimum.

- d. Clearly define the asset management roles and fees and the participation of the Authority in asset management.
- e. Clearly define the property management roles and fees and the participation of the Authority in property management. The Authority anticipates a lead role in property management and a majority share of fees to be derived from property management.
- f. Identify the probability and extent of any gap between the project financing and total development costs, including the identification of funding sources and options that will be needed to close funding gap

E. Technical Response and Design Concepts

1. SAHA requires that Respondents provide examples of similar sites; for how they would approach the development of the Mira Vista site and any other parcels in the surrounding community. More detail may be requested by SAHA for those Respondents who reach the short list. The Respondent must, at a minimum, discuss the following components of a Development Plan for the site.
 - a. Site Design Concepts and Development Plan -The response must include the Respondent's initial proposed concepts. The narrative and illustrations must provide the Respondent's initial reaction to the site, SAHA's stated objectives, and the City's RenewSA for the area. The narrative should address how the Respondent will accomplish the overall goals and objectives of the Project, the proposed income mix for the rental units, and any homeownership units, community space, and/or commercial space. The narrative shall describe the outcomes that will be achieved as part of the planning and design as necessary to achieve integration into the surrounding area, including pedestrian linkages, healthy lifestyle, community amenities and open space. The Respondent should describe its development plan and approach for working collaboratively with stakeholders. The development plan should include:
 - Narrative description of the site concepts.
 - Building program (diagrams) with uses, density and income mixes.
 - General land uses, open spaces and community spaces
 - Phasing plan (if any) – including phasing of required affordable housing units.
 - Infrastructure plan (road, walkways, vehicle access, etc.)
 - Proposed site plans.
 - Sketches of representative conceptual architecture and building designs.
 - Discussion of public amenities such as transportation, community resources and green space.
 - It shall also contain a description of the strengths and weaknesses of the site, how they will be overcome or used to the advantage of the development, amenities to be built upon, and the relationship to supporting economic initiatives in the area.
 - Any provision for leveraging additional parcels of land under Developers control for the proposed site with a comprehensive description around how it might bring greater development potential for the Project.

- b. Development Schedule - The Respondent must include a proposed development timeline, including a critical path timeline for the predevelopment activities as well as each phase of the development activities, incorporating the Low Income Housing Tax Credit allocation cycle, if appropriate including planning, pre-development, financing, zoning/environmental/land use approvals, construction, lease up (commercial, retail, office and housing) and any proposed phasing. Any proposed phasing must be addressed and explained in detail. The narrative should also explain how the Development Partner's experience, insight, and motivation to improve San Antonio can reasonably expedite the redevelopment for soonest possible completion.
- c. Provision of Community and Supportive Services - In narrative form, please indicate how the Development Partner proposes to provide community and supportive services to the resident population. Development Partners are encouraged to work with local service providers in the delivery of Community and Supportive Services.
- d. Community Participation - Describe how the team will involve the Mira Vista area residents in the planning and implementation of the development activities. The response must include a discussion of the approach and methods your team will utilize to assure meaningful participation by the residents of the property, community stakeholders and local government entities in the planning and implementation of the redevelopment initiative.
- e. Provide plan and schedule to manage multiple phases, in different stages of development, concurrently. Describe number of team members, both on and off site, to support construction activities.

Information contained within Sections A-E shall all be included as Tab 4 of the Proposal.

C.5 Tab 5, Section 3 Business Preference: Any Respondent claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Respondent is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Respondents employees. **Note: If you qualify as a Section 3 Business Concern, your proposal will receive a preference over other respondents as specified in Attachment D.**

This information shall be included as Tab 5 of the Proposal.

C.6 Tab 6, Small/Minority/Woman/Disadvantaged/Veteran Business Enterprise Utilization Plan: The Respondents shall submit a plan that details how the Development Partner will make a good faith effort to subcontract with S/W/MBE companies. **FAILURE TO PROVIDE THE SWMBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

This information shall be included as Tab 6 of the Proposal.

C.7 Tab 7, Section 3 Good Faith Effort Compliance Plan: Respondents are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent (30%) of new hires for Section 3 persons per contract. The subcontracting goal is ten percent (10%) for Section 3 Businesses for construction contracts and three percent (3%) for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

This information shall be included as Tab 7 of the Proposal.

C.8 Tab 8, Proposal Checklist and Certification: Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Attachment E.

This information shall be included as Tab 8 of the Proposal.

End Section C

Section D Terms and Conditions

These Terms and Conditions shall be considered the minimum required terms of any Contract between the Successful Respondent and SAHA. The Development Partner must also be familiar with federal guidelines issued by HUD. These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements. The guidelines include, but are not limited to, Termination for Convenience, Default, Clean Air and Water standards, and compliance with Davis-Bacon wage rates.

I. GENERAL RESPONSIBILITIES:

- A. Specifications.** The Development Partner shall provide the Project in accordance with the Program Requirements which are included herein.
- B. Regulatory/Licensing.** Development Partner shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Development Partner.
- C. Timesheets.** Development Partner shall keep accurate timesheets for all employees assigned to perform any project, task, or assignment in the Project.
- D. Unacceptable Employees:** If any employee of the Development Partner is deemed unacceptable by SAHA, Development Partner shall immediately replace such personnel with a substitute acceptable to SAHA.
- E. Uniforms/Badges:** Development Partner shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- F. Criminal history/Drug testing.** Development Partner shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Development Partner.
- G. Work on SAHA Property:** The Development Partner shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

H. Wages. Development Partner shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Development Partner further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.

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

II. SECTION 3 REQUIREMENTS. **Contacto**r is required to prepare and submit monthly reports on Section 3. Development Partner shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under the Project to the greatest extent feasible and shall document such efforts monthly. Development Partners will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.

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

IV. LIMITATION/INDEMNIFICATION/INSURANCE

A. Limitation of Liability: In no event shall SAHA be liable to the Development Partner for any indirect, incidental, consequential or exemplary damages.

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

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

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

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

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

VI. WARRANTY: The Respondent represents and warrants to the Customer that the Respondent will perform the Services with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services.

VII. INVOICING:

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

Accounts_Payable@saha.org

If the Development Partner does not have the capability to send invoices electronically, they may be mailed to:

San Antonio Housing Authority
Finance and Accounting
P.O. Box 830428
San Antonio, TX 78283-0428

B. Progress Payments. If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to Development Partner which are qualified small businesses in accordance with HUD documents.

C. Direct Deposit. Upon the Award of Contract, Development Partner shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

VIII. Laws and Regulations

A. General. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable. Development Partner shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Development Partner shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Development Partner for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

B. Specific. Development Partners shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland "Anti-Kickback" Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

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

IX. Termination.

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

- a. Consent:** By mutual consent of both parties, and
- b. Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Development Partner fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.
- c. Failure to Fund.** SAHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.
- d. Termination for Convenience:** In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Development Partner when it is determined to be in the best interest of SAHA.

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

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

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

X. General Conditions

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

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

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

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

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

- F. Force Majeure:** Neither SAHA nor Development Partner shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Development Partner's reasonable control. Development Partner shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- G. "Equal":** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Development Partner to furnish specified brand names, numbers, etc.
- I. Notice to Proceed:** Start work date will be determined by the SAHA Project Manager and Development Partner's Manager. Development Partner shall not begin work until a Notice to Proceed is received from SAHA signed by the contracting officer.
- J. Communications:**
- 1. Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
 - 2. Notice to Development Partner:** Any Notices or Demands upon the Development Partner shall be sufficiently given if delivered at the office of the Development Partner stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Development Partner indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.
 - 3. Notice to SAHA:** All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Development Partner, be delivered to attn. Procurement, SAHA at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Development Partner for such purpose.
 - 4. Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

Attachment A Scope of Services

HOUSING AUTHORITY OF SAN ANTONIO, TEXAS REQUEST FOR PROPOSAL FOR DEVELOPMENT PARTNER FOR THE MIRA VISTA (5700 CULEBRA ROAD) SITE

I. Summary of Services

SAHA encourages the Development Partner to propose creative forms of partnerships that benefit SAHA and the development team. The Development Partner will enter into a Master Development Agreement (the "Agreement") with SAHA. The Agreement will, among other things, delineate the roles and responsibilities of SAHA and the Development Partner and the fee structure. Various developer partner approaches and recommending the plan that best meets the needs and interest of the parties. The Development Partner will also be responsible for securing funding for the development program, financial closing and construction. SAHA expects to recoup planning and project management costs as well as share in the development fee and receive a reasonable return on any financing or equity, regardless of source, that it provides.

II. Program Requirements

The implementation of the Master Plan will be coordinated and developed by the procured Development Partner. The implementation plan shall be consistent with the following minimum program requirements (the "Program"):

- A. Create new mixed income residential multi-family rental unit. This will result in a new, economically viable mixed-income community that includes residential and, if feasible, non-residential uses. The community may include a mixture of affordable and market rate rental units as determined to be viable and advantageous to the overall development plan through the master planning process. The different affordability types should be mixed across all building types and located on site.
- B. Community facilities and commercial development are envisioned to be components of the development plans to be more specifically determined in the master planning process. Development partner will assist in securing agreements with area agencies, local business and governments to provide services and activities that will support the success of transforming the area to a neighborhood.
- C. Design the community respectful of the City's RenewSA in conformance with HUD's sustainability six livability principles.
- D. Create an environmentally sustainable community by creating structures and using processes that are environmentally responsible and resource efficiently throughout a building's life cycle from siting to design, construction, operation, maintenance, and meet Build San Antonio Green Level II.

- F. Pursue funding and equity sources appropriate for the redevelopment program and leverage SAHA funding in a manner than maximizes the efficiency and effectiveness of public capital.
- G. Create a diverse community that is incorporated into the larger neighborhood, strengthens the economic vitality of the area and, to the extent feasible, supports the functions of daily life including education, recreation, retail and community facilities.
- H. Provide public/private partnership alternatives for ownership, financing, development, property management, and community services.
- I. Develop a human services delivery system to help meet the needs of the residents of the new community and the surrounding neighborhood, including training and employment opportunities as well as community and supportive service programs for public housing residents.
- J. Promote Section 3 and SWM/DBE goals and objectives in constructing, developing and operating the new properties.

III. Role of SAHA

- A. SAHA will fulfill the following roles in the planning and redevelopment of the Project:
 - **HUD Contact** - SAHA will manage and take responsibility for all communication with HUD, and the preparation and submission of program documents and evidentiaries and obtain all HUD approvals including but not limited to demolition/disposition approval and mixed finance approval. However, to the extent any such documents or evidentiaries are within the particular knowledge or responsibility of the Development Partner, SAHA will expect the Development Partner to prepare or assist in preparing such documents and evidentiaries as SAHA may direct.
 - **Provider of Capital Funding** - SAHA is prepared to grant, loan, or otherwise make available to the Development Partner Capital Grant or other funds for the redevelopment of the public housing units in the Project in an amount to be negotiated based upon the developer's ability to demonstrate such need. The Development Partner will be required to achieve the maximum leverage of SAHA funds by securing private, City and State funding and to secure all funding for non-public housing units. A pre-development budget will be created in consultation with SAHA and an agreement made as to how SAHA's funds will be leveraged.
 - **Provider of Operating Subsidies** - SAHA will make financial contributions toward the cost of operating the revitalized development in the form of federal operating subsidies for the public housing units. SAHA will not provide to the Development Partner any amount larger than what it receives from HUD less an amount it will retain for its monitoring and asset management functions. The provision of the operating subsidies will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between SAHA and the selected Development Partner and approved by HUD. SAHA may also provide Section 8 Project Based Vouchers to the owner of the development.

- **Land Owner** -It is SAHA's intent to enter into a long-term ground lease with the Owner/Entity of the project. The Development Partner shall develop the public housing units in a manner which will qualify them for any related Cooperation Agreements with the City of San Antonio, Texas as authorized by law if SAHA determines it will be in the best interest of the project.
- **Asset Manager** -SAHA will continue to have asset management responsibilities related to the public housing units as well as all other units in which SAHA or its affiliate has an ownership interest. SAHA will monitor and enforce the terms of its Lease(s) and the Regulatory and Operating Agreements with the Development Partner and require that all housing units be managed in accordance with applicable local, state and federal requirements. Supportive Services -SAHA will monitor the Development Partner in designing and implementing a Community and Supportive Services Plan during the redevelopment program.

IV. Role of Development Partner

Throughout the redevelopment of the Project, the Development Partner will work closely with SAHA staff, the residents, SAHA's consultants, and the City of San Antonio, Texas and its consultants. The Development Partner will be responsible for ensuring that the final Master Plan is approved, financed, and implemented. The final Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the Master Plan should be to ensure that all units are produced in a manner that renders the public housing units indistinguishable from those targeting to other income groups.

A. General Duties:

- **Oversee and Implement Development Efforts** -Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the development fully and expeditiously as required by the Master Development Agreement.
- **Hire and Manage Consultants and Contractors Necessary to Implement the Project** - Procure other consultants and/or contractors and coordinate all tasks necessary to finalize the Master Plan and implement the Project according to the Agreement. At a minimum, the Development Partner's team will need to include consultants appropriate to cover the architectural, environmental review, market analysis, geo-technical studies, civil, mechanical and electrical engineering, and any other activities deemed necessary by the Development Partner and SAHA. Respondents are strongly encouraged to demonstrate participation on their team, whether by joint-venture arrangements or otherwise, of local expertise in areas of relevance to the development process, including LIHTC financing and construction matters.
- **Maintain Communication regarding Project Progress with SAHA, HUD and the Residents** - SAHA will establish a regular schedule of team meetings, in which the Development Partner will participate. Moreover, the Development Partner will be responsible for submitting monthly progress reports to SAHA, in such formats and media as SAHA might direct, on the project status and schedule, including but not limited to design, permits, financing, resident coordination, etc.

- **Develop and Maintain Quality Control Measures** - The Development Partner is responsible for ensuring the Project is constructed and managed with the highest quality materials and workmanship. The Development Partner will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- **Develop and Maintain a Detailed Development Schedule and Critical Path Schedule** - Develop and maintain a detailed schedule of events, predicated on financing deadlines that include pre-development activities, construction start, project stabilization and permanent loan close. Develop a Critical Path Schedule for all phases of construction, and lease-up and stabilization.
- **Foster Resident Involvement in Project Implementation** - Facilitate and foster the involvement of public housing residents in the design and implementation of the Master Plan. In cooperation with SAHA, keep residents informed of the status of the revitalization, assist in providing job opportunities for residents during and after implementation, and assist/encourage resident businesses.
- **Be Responsive to Local Community, Neighborhood, and City Interests** - Promote and maintain good relations with community and neighborhood groups, and federal, state and local governments.

B. Pre-Development Duties:

- **Review the Market Analysis Addressing the Residential Components of the Plan** - In order to finalize the overall development Program, assess the market analysis that will, among other things, assist in determining the proper mix of rental units, subsidized and affordable vs. market rate units consistent with the Program objectives; assist in determining the proper mix of any non-residential uses including community, recreational and commercial; and confirm that proposed rents (both residential and commercial) are supportable in the local market.
- **Master Planning Process** - Plan, coordinate and assist the comprehensive Master Planning Process that will solicit meaningful input from all Mira Vista area residents, stakeholders, the City of San Antonio, and SAHA. It is anticipated the Master Planning Process will take several weeks with multiple charrettes and will require several versions of site plans, renderings and other media to clearly articulate the Master Planning options.
- **Prepare Final Master Plan** - In consultation with SAHA, the residents, the City of San Antonio, and other interested stakeholders, prepare a detailed final Master Plan that supports the Program goals, feasibly achieves the unit counts envisioned, and is acceptable to SAHA and HUD.
- **Obtain Environmental Clearances** - In collaboration with SAHA, procure the necessary consultants and prepare the necessary documents to obtain environmental clearances from all interested agencies.
- **Plans and Specifications** - The Development Partner will be responsible for the coordination of the infrastructure and building plans and specifications in accordance with SAHA's design standards which will be subject to SAHA review.

C. Financing Duties:

- **Produce an Overall (PRELIMINARY) Financing Plan** - Produce an attainable financing plan for the overall redevelopment project. The overall financing plan will be developed in conjunction with the Master Plan and market analysis. The Master Plan shall reflect the realities of the financing plan and market analysis, while the financing plan will reflect the goals of the Master Plan. The financing plan must demonstrate a sensitivity and approach in using SAHA funds in the most efficient manner, maximizing leveraging of the HUD funds to the greatest extent possible, and providing funding for community and supportive services programs for residents of the project site.
- **Prepare the Mixed-Finance Proposal/HUD Rental Term Sheet** - Provide required information for the preparation of any Mixed-Finance Proposals ("MFP"). SAHA shall submit the Mixed-Finance Proposal to HUD for review and shall prepare the evidentiary documents for which it is responsible and shall make all evidentiary submissions to HUD (as described in the Role of SAHA).
- **Financing Application(s)** - In accordance with the Agreement, the Development Partner will be required to pursue diligently and use best efforts to obtain all financing necessary to implement the Master Plan in a timely fashion, which may include, but not be limited to, tax credits, tax-exempt bonds, state and local funds and private debt.
- **Maximize the Leveraging of Public and Private Resources** - In accordance with the Agreement, maximize the leveraging of public and private resources by pursuing all reasonable sources of financing and utilizing a variety of partners and partnerships. Take full responsibility for securing all financing sources in a timely fashion. Coordinate discussion and negotiations with financial institutions and private partners. All financing terms are subject to review and approval by SAHA.
- **Obtain Equity Investment** - Using a SAHA-approved competition process, obtain equity financing commitment on the best terms currently available.
- **Guarantees** - In accordance with the Master Development Agreement, provide all guarantees required for the successful financing of the Project, including completion guarantees, operating deficit guarantees, and tax credit adjuster or recapture guarantees and guarantees of performance under the Agreement. SAHA will require that the Development Partner demonstrate financial ability to honor the guarantees, and indicate how they intend to honor the guarantees if necessary.
- **Operating Feasibility** - As required in the Master Development Agreement, structure such reserves and other "devices" as will reasonably guarantee the long-term operating feasibility of the Project, utilizing no more subsidy than committed by SAHA.
- **Accounting/Financing** - As to be provided for in the Agreement, maintain accounting records and ensure Project financing is available at the appropriate times and utilized in the appropriate manner.

D. Construction Duties:

- **Hire Qualified General Contractors and Oversee Construction Activities** - As to be provided for in the Master Development Agreement, the Development Partner will create and implement a process for selecting the most qualified General Contractor (if the General Contractor is not identified as member of the Development Team at the time the Proposal is submitted to SAHA). During construction, the Development Partner shall provide oversight, and management as deemed necessary, of construction activities by coordinating with all development team members and attending job-site meetings to ensure the expeditious implementation of construction activities.
- **Facilitate Necessary Site Improvements** - Pursuant to the Master Development Agreement, the Development Partner shall initiate and complete site work and infrastructure construction in collaboration with SAHA.
- **Implement Development Program** - In accordance with the Master Development Agreement and the final Master Plan approved by HUD, the Development Partner will develop all improvements associated with the development program, including multi-family, community facilities and any commercial space.

E. Ownership and Asset Management Duties:

- **Organize Ownership Entity** - Upon completion of the Master Plan and its acceptance by SAHA, the selected Development Partner will be expected to organize an ownership entity and structure approved by SAHA.
- **Ensure the Short-and Long-Term Viability of the Redeveloped Projects** - Development Partner shall develop and implement marketing, re-occupancy, asset and property management plans that will ensure the short-and long-term viability of the Project.
- **Select and Manage a Property Management Firm for the rental units** - The Development Partner has the option of identifying a Property Management Firm as a member of the Development Team at the time the Proposal is submitted to SAHA or completing a SAHA approved solicitation process to identify and select a Property Management Firm.
- **Market and Lease-up the Rental Units** - The Development Partner shall create and implement a marketing and lease-up strategy for the rental units to ensure that stabilized occupancy is achieved in compliance with all applicable financing and land use agreements.

**Attachment A-1
Maps**

City and Neighborhood Maps



Fact Sheet



Culebra Rd

Updated September 4, 2012

Quick Facts

- 10 +/- acres located at 5700 Culebra on the Northwest
- City Council District 7.
- Site is vacant land which appears to be pretty flat; no real trees and has not been developed
- The site has entrances from at least three directions
- MF is next door and SF homes are behind the site
- Site has good access to roads and highways
- Site is located near retail/strip centers and other amenities
- Close proximity to Southwest Research Center





5700 Culebra 10.0130 Acres

Bexar CAD

Property Search Results > Property ID 548792 HOUSING AUTHORITY OF BEXAR COUNTY for Year 2011

Property Details

Account
Property ID: 548792
Geo ID: 14333-001-0010
Type: Real
Legal Description: NCB 14333 BLK 1 LOT 1

Location
Address: 5627 CULEBRA RD
CULEBRA RD

Neighborhood: NBHD code11700
Mapsco: 614D1
Jurisdictions: 05 08 09 10 11 21 56 CAD

Owner
Name: HOUSING AUTHORITY OF BEXAR COUNTY
Address: 1017 N MAIN AVE STE 201 SAN ANTONIO, TX 78212-4721

Property
Appraised Value: \$6,898,810

Map Layers
 Radius Search

1:

Website version: 1.2.2.0

Database last updated on: 6/27/2011 2:08 AM
This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

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Exhibit A

SAHA Affordable Housing Preservation and Expansion Policy

1. Summary

The Affordable Housing Preservation & Expansion Policy establishes the principles, goals, priorities, and strategies of the San Antonio Housing Authority (SAHA) regarding the construction, maintenance, rehabilitation, and disposition of housing assets. The Policy governs where and under what conditions specific types of housing are built, renovated, disposed, or liquidated. The Policy establishes parameters by which to evaluate future decisions related to affordable housing preservation and expansion activities.

The Policy is composed of the following sections:

- The Background section describes the actions and decisions that led to the adoption of this Policy
- A description of the Guiding Principles that shaped the broad outlines of this Policy
- A listing of the Targeted Outcomes that serve as the key goals of this document
- A detailed outline of the Strategic Framework that shapes implementation
- A statement regarding Implementation and Monitoring steps
- A list of pertinent Definitions

2. Background

This Policy is a product of iterative and cumulative feedback from the SAHA Board of Commissioners, public and private sector stakeholders, and staff from partner agencies.

In the summer of 2010, the San Antonio Housing Authority initiated a collaborative and fact based assessment of affordable housing demand, supply, and unmet need in the City of San Antonio. This process included internal and external stakeholders such as the Board of Commissioners, Mayor's office, the Department of Housing and Urban Development (HUD), and key local public, for profit and non-profit leaders and organizations.

The SAHA Board of Commissioners held discussions during summer 2010, December 2010, February 2011 and April 2011. Stakeholder meetings were organized with non-profit and for-profit developers and public agencies starting in summer 2010. During the same time period, specific discussions with the Mayor's office, the City of San Antonio's Planning and Development Services Department, and Trinity University focused on how to integrate and track San Antonio housing data. Additionally, an evaluation was completed of the external funding environment, including public and private financing sources.

Prior to adoption, this Policy was considered during the following Board of Commission and Committee meetings:

- January 6, Operations and Human Resources Committee
- January 13, Regular Board Meeting
- February 24, Operations and Human Resources Committee
- April 21: Operations and Human Resources Committee

- May 12: Regular Board Meeting

3. Guiding Principles

This Policy has been developed under the guidance of the following principles, which also direct subsequent implementation and work plans.

SAHA is committed to transparently plan, collaborate, and act in coordination with residents, program participants, and public, private, and non-profit stakeholders at the local, state, and federal level, including City agencies, Mayor's office, City Manager, VIA, and school districts

SAHA will ensure that strategies and approaches are in alignment with HUD's 2010-2015 Strategic Plan

SAHA recognizes the significant unmet need for quality housing affordable to lower income individuals and families in San Antonio and commits to:

- work actively to preserve and expand quality affordable housing to fill that need
- pursue rehabilitation, acquisition, new construction, or asset repositioning projects to address that unmet community need

SAHA believes housing can be a catalyst for economic development and community vibrancy and commits to:

- assist residents in making socio-economic progress so their families can transition from government support and ultimately sustain themselves
- stimulate economic development through the creation of financially, socially, and environmentally inclusive communities that are healthy and sustainable

4. Targeted Outcomes

This Policy establishes the following targeted outcomes as the key goals of this Affordable Housing Preservation and Expansion Policy.

- A. Add high quality, sustainable, and affordable housing to San Antonio
- B. Improve the quality of existing housing and enhance its' useful life
- C. Achieve a distribution of mixed-income communities throughout San Antonio
- D. Realize significant positive socio-economic impact on our residents and communities

5. Strategic Framework

To achieve this Policy's Targeted Outcomes, a Strategic Framework has been developed to structure and prioritize SAHA's affordable housing preservation and expansion activities. The Strategic Framework is made up of four global strategies – Preserve, Revitalize, Expand, and Place Based Initiatives (P.R.E.P.) – and eight specific strategies.

A. P.R.E.P. Global Strategies

Preserve Housing Stock

- a) Meet housing and property quality standards established by the Real Estate Assessment Center (REAC) and Texas Department of Housing and Community Affairs (TDHCA), as well as the Housing Quality Standards (HQS) established by HUD
- b) Prioritize comprehensive modernization or substantial rehabilitation projects
- c) Liquidate assets to preserve or enhance affordable housing

1. Revitalize Communities

- a) Redevelop public housing into mixed-income and service-enriched communities
- b) Develop community revitalization plans with stakeholders

2. Expand Affordable Housing

- a) Expand the supply of affordable housing units
- b) Acquire housing projects or land for affordable housing/mixed-income

3. Place Based Initiatives

- a) Carry-out resident socio-economic development and economic development activities
- b) Provide supportive housing for special populations

B. Specific Strategies

1. **Address Community Need.** SAHA is primarily focused on addressing unmet need that is not being adequately addressed by the private market and where therefore a government subsidy is needed.
 - a) Lead (by building or acquiring) or support projects (for capital generation) which fulfill a community need for affordable housing
 - b) Determine and document community need using objective market analysis, including SAHA's waiting list information
2. **Locate Projects Strategically.** Recognizing that the location of an affordable housing preservation or expansion project can be a major driver of the long term success of the project and the socio economic opportunities and challenges available to residents, SAHA will:
 - a) Pursue acquisition and/or partnership opportunities synergistic with other community initiatives
 - b) Focus on a project's accessibility to education, job training, employment opportunities, and location amenities (e.g., recreation, health, retail, spiritual)
 - c) Pursue development projects linked to transportation and employment opportunities
3. **Establish Affordable and Sustainable Standards for Housing Development and Development.** SAHA is committed to developing existing housing projects as well as developing new projects consistent with the following:

- a) Develop mixed income communities that are healthy and encourage socio-economic integration
 - b) Maintain at least 20 percent of units as affordable for community members earning below 30% area median income
 - c) Replace all removed public housing units with a unit or housing choice voucher affordable at an equivalent level. Replacement units may be located at other sites.
 - d) Focus primarily on creating family units and supportive housing for special needs populations
4. **Establish Sustainable Building Design, Standards, and Compliance Practices.** SAHA is a property manager, owner, and/or developer with a long-term community-focused mission. Understanding that building codes and developer or sub-contractor construction standards may not fully incorporate this long term property management and maintenance perspective, SAHA will:
- a) Develop agency-specific construction and materials standards to achieve long term and cost efficient management and maintenance of SAHA communities
 - b) Build all development projects to SAHA's construction and materials standards and "Build San Antonio Green level 2"
 - c) Incorporate sustainable concepts and practices into development design
 - d) Adopt a smoke-free policy at all developments
5. **Invest to preserve and extend the useful life of properties.** Given the wide gap between community need and actual affordable housing supply, SAHA will focus on investing prudently to both preserve and extend the useful life of its properties.
- a) Ensure that property improvements enhance housing quality, livability standards, and marketability
 - b) Proactively plan for and implement comprehensive rehabilitation (e.g., total building vs. system by system approach)
6. **Incorporate Long Term Financial and Planning Considerations.** SAHA will be proactive in developing and implementing a realistic long term financial plan for each project so that San Antonio's affordable housing stock is maximized.
- a) Include analysis and/or plan for maintenance, replacement, compliance, and funding in all new development, refinancing, acquisition, and liquidation projects and pro-formas
 - i. Include a realistic long term financial projection including the construction period, lease out period, and post-compliance period for all projects. Rent and lease out/vacancy assumptions must incorporate an analysis of competing current and planned projects in the neighborhood
 - ii. Develop agency-specific underwriting criteria and standard management and operating agreements
 - b) Ensure that all projects meet SAHA's general underwriting criteria and standard agreements
 - c) Value the economic contribution of SAHA's tax exempt status and negotiate project economics commensurate with this value contribution

- d) Consider for liquidation all assets that are not performing well or land without significant development potential
 - e) Reinvest revenues generated from these activities into preserving or expanding affordable housing
7. **Adopt an integrated approach to socio-economic development.** In order to support resident and community socio-economic development, SAHA will:
- a) Focus on developing properties where key amenities are accessible e.g., schools, banking, grocery shopping, employers, and public transportation
 - b) Maximize Section 3 resident employment opportunities, both short term and long term
 - c) Increase business activities with small, minority owned, local, and women owned businesses
 - d) Utilize SAHA's 'Moving to Work' designation to expand housing options and create economic opportunities so residents can achieve economic self sufficiency
 - e) Partner with residents as well as public, non-profit, and for-profit organizations to provide educational resources, job training, and supportive services to help families become economically stable
 - f) Work together with economic development organizations to realize emerging economic development opportunities by creating mixed use and mixed income communities
8. **Plan with Residents and Community Stakeholders.** Residents and community members must be offered the opportunity to contribute meaningfully in advance of the design of any planned projects and their input shall be incorporated.

6. Implementation and Monitoring

This Policy applies to all of SAHA's affordable housing preservation and expansion initiative, transactions, and activities.

Implementation and monitoring of this Policy is the primary responsibility of the DNR team, but is also the responsibility of the following SAHA teams: Housing Choice Voucher, Property Management, Finance, and Community Development. A policy exception must be requested by staff and granted by the Board of Commissioners in all relevant cases.

Finally, staff will develop a policy implementation work plan and detailed guidelines to implement this policy. Staff will regularly evaluate and update the aforementioned work plan and guidelines

7. Definitions

Place Based Initiatives - Place-based policies leverage investments by focusing resources in targeted places and drawing on the compounding effect of well-coordinated action. Effective place-based policies can influence how rural and metropolitan areas develop, how well they function as places to live, work, operate a business, preserve heritage, and more

HQS – HUD Housing Choice Voucher (HCV) program regulations set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants.

Section 3 – A means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Exhibit C

Unit Based Subsidy Program

A.1 Overview

The San Antonio Housing Authority (“SAHA”) is pleased to include this potential funding source as part of the Request for Proposal (“RFP”) to solicit Proposals (“Proposals”) from interested developers who would like to participate in SAHA’s local-unit based subsidy program.

SAHA or its affiliate(s) may acquire a General Partnership Interest in whole or in part and will use these housing units as a tool to assist in revitalization, and to provide much needed units for public housing eligible households.

Local Unit-Based Subsidy Program:

SAHA plans to establish a local unit based rental assistance program and to develop new approaches for administering public housing operating subsidy and public housing Capital Funds the (“**Local Unit-Based Subsidy Program**”).

This RFP provides guidance and requirements for respondents who wish to receive assistance under the Local Unit-Based Subsidy Program in the form of project-based operating subsidy, with or without capital funds as such term is defined in 42 USC Section 1437(q) and which may include replacement housing factor funds. Such assistance should be referred to as, if requested, the Local Unit-Based Subsidy Program.

It is important to note that any units assisted under the Local Unit-Based Subsidy Program will be public housing units, subject to the requirements of the federal public housing program under SAHA’s Annual Contributions Contract (“ACC”) with HUD.

SAHA has created its Local Unit-Based Subsidy Program to further SAHA’s goal of increasing the availability of, and private investment in, attractive, affordable, quality housing, in quality neighborhoods throughout the City. To the extent applicable, this RFP amends SAHA’s Admissions and Continued Occupancy Policy (“ACOP”) for public housing operating subsidy. Copies of the ACOP are available at SAHA’s central offices located office at 818 S. Flores, San Antonio TX 78204.

Operating Subsidy

This solicitation invites proposals from developers with the new construction units that will be available for rental to extremely low-income households 30% of area median income using assistance provided through SAHA’s Local Unit-Based Subsidy Program. SAHA will make available a portion of the operating subsidies SAHA receives from HUD through the ACC. The units under the Local Unit-Based Subsidy Program will be public housing units and must be operated in accordance with the requirements of the ACC.

Applicants may request up to \$169.00 (Average and dependent on HUD's pro-ration) of operating assistance per unit per month (PUM) from the operating subsidy received by SAHA, **net of an allowance for utilities**. (PUM will be different for senior resident dwelling, multi-family dwelling, new dwelling and older dwelling, therefore an average is provided.) Applicants will retain other income generated by the property and the amount of the monthly rent due directly from the resident, currently averaging \$131 PUM. This number may be adjusted as participant income increases or decreases. For pro-forma purposes an average income of \$ 300 PUM should be used.

The resident occupying the unit will pay either an income-based rent (30% of monthly-adjusted income) or a flat fixed rent - a market rent (evaluated for rent reasonableness), adjusted for bedroom size - as provided in this RFP. SAHA reserves the right to negotiate subsidy reductions with applicants in the review and evaluation process if SAHA determines that the project does not need the entire subsidy available. SAHA also cautions applicants that the operating subsidy and/or Capital Funds that may be provided to SAHA are subject to continuing and varying federal appropriations.

Although applicants under the Local Unit Based Operating Subsidy Program may request SAHA capital funds to support the acquisition or new construction of units to house public housing eligible families because Capital Funds are limited, the maximum amount of capital funding for hard construction costs per project shall be subject to negotiation, but preference shall be given to those proposals requesting less capital funding.

Capital Fund Subsidy

SAHA has limited Capital Funds available to assist in replacing public housing that has been removed from its inventory in prior years. These funds can be used to acquire public housing units or rights, which insure that a project will maintain public housing units. SAHA will consider acquiring all of a project for public housing or will consider a mixed income project which contains a minimum of 20% public housing units with the balance as tax credit units, affordable units, or market rate units. In mixed income projects SAHA will usually not acquire specific units, but will acquire a partnership interest which includes the commitment to make a given number of units public housing. This commitment is contained in the regulatory and operating agreement and restrictive contracts to be placed on the property. These funds will be Replacement Housing Factor funds and will be subject to HUD notice PH 2003-10 and PIH 2004-15 as well as the applicable law cited below.

Capital Funds may be requested only to help pay for the costs of acquiring or rehabilitating the public housing units. If Capital Funds are provided, they will be in the form of loans, to be repaid during the period during which the units receive operating subsidy, based upon terms as may be negotiated between applicant and SAHA.

A.2 Governing Law

(a) **Local Unit-Based Subsidy Program.** Except as modified by this RFP, amendments to the ACOP, the following regulations under Title 24 of the Code of Federal Regulations (CFR) are applicable to the Local Unit-Based Subsidy Program:

<u>Part</u>	<u>Applicable Provisions</u>
5	General HUD Program Requirements; Waivers (as modified under the ACOP)
902	Public Housing Assessment System (“PHAS”) – Physical condition indicators
905	Public Housing Capital Fund Program, which may include replacement housing factor funds
908	Electronic Transmission of Family Data
941	Public Housing Development
945	Designated Housing (senior only or disabled only housing)
960	Admissions and Occupancy (as modified by this RFP, and by the ACOP)
963	Contracting With Resident-Owned Businesses
964	Resident Participation and Opportunities in Public Housing
965	General Provisions including: preemption of State wage rates, insurance, energy conservation, utility metering, resident allowances for utilities, physical inspection requirements, lead-based paint poisoning prevention, and fire safety
966	Public Housing Lease and Grievance Provisions
968	Modernization
969	Operation As Public Housing After Debt Service
970	Demolition or Disposition of Public Housing
990	Annual Contributions for Operating Subsidies

A.3 Description of the Local Unit-Based Subsidy Program

Through this RFP, SAHA is establishing a modified public housing operating subsidy and Capital Fund program, referred to as the Local Unit-Based Subsidy Program. Key provisions of the Local Unit-Based Subsidy Program include, but are not limited to, the following:

(a) Term. For applicants that request (i) only operating subsidy (and no Capital Funds), or (ii) operating subsidy with a loan of Capital Funds that will be repaid in full during the period for which operating subsidy is requested. SAHA will consider requests for operating subsidy for a **minimum term of ten (10) years and a maximum term of forty (40) years.**

(b) Rents. (1) Rents must be established in accordance with the budget and reasonable operating costs for the project. Applicants must submit alternate financial proformas for the project that include, respectively, rents set at 30% of monthly adjusted income **for those units assisted with operating subsidy.** Applicants are advised that the project must be financially feasible, based on the operating subsidy requested, (See section A.3(g) below for maximum available operating subsidy) and projected tenant rents (tenant rents will be set at 30% of monthly adjusted income (or as established in accordance with section A.3(b)(2) below). Rents set for the property must be reasonable, as demonstrated by market analysis conducted by the Applicants and/or SAHA.

(2) If a unit has been allocated **low-income housing tax credits** and is not located in a “qualified census tract” (as defined in the Internal Revenue Code of 1986 at 26 U.S.C. Section 42), the rent for such units may be established at any level that does not exceed the rent charged for comparable units in the building that also receive low-income housing tax credit but do not have additional rental assistance.

(c) The household’s share of the rent is 30% of the household’s monthly-adjusted income unless or until SAHA establishes a rent simplification process. For purposes of planning and budgeting, applicants should use 30%, or section A.3(b)(2) above.

(d) Eligible Properties. All properties under the Local Unit-Based Subsidy Program must, at a minimum, be fully compliant with the Public Housing Assessment System (“PHAS”) 24 CFR Part 902 standards at the time of initial occupancy and throughout the term of a Regulatory and Operating Agreement/operating subsidy agreement (“R&O Agreement”) covering the Local Unit-Based Subsidy Program units. Units proposed for occupancy by families with children under the age of 18 must be certified free of lead-based paint prior to occupancy and must not be located in high-rise, elevator buildings.

Properties eligible for the Local Unit-Based Subsidy Program may include existing units, with or without rehabilitation, and/or new construction units. Types of structures include, but are not limited to:

1. Multi-family dwellings
2. Senior Resident dwellings
3. Housing units in mixed-use buildings; (i.e. residential over commercial)

SAHA will inspect all units at the time of initial occupancy, and thereafter periodically during the remaining term of the R&O Agreement, for compliance with SAHA standards. Owner's failure to maintain units in compliance with SAHA standards may result in penalties including, but not limited to, suspension or abatement of amounts payable under the R&O Agreement and possible termination of the R&O Agreement.

SAHA may consider proposals under which non-eligible residents are occupying units provided that a voluntary relocation plan, acceptable to the affected residents, has been negotiated and is evidenced in writing in the Proposal. Relocation for this purpose is subject to the requirements of the Uniform Relocation Act and all other applicable laws, and the owner will be responsible for all related costs.

(e) Amount and Use of Capital Funds. Under the Local Unit-Based Subsidy Program, SAHA may consider requests for Capital Funds to support the acquisition or new construction of units to house public housing eligible families. Since Capital Funds are limited, the maximum amount of capital funding for hard construction costs per project shall be subject to negotiation, but preference shall be given to those proposals requesting less capital funding.

Applicants should propose suitable and commercially reasonable capital fund contribution schedules as part of the project development package.

(f) Number of Units Assisted With Operating Subsidy per Building. All or a portion of the units in a building may receive Local Unit-Based Subsidy. There is no limitation upon the percentage or number of units receiving such subsidy in a building. Although it is anticipated that the public housing units will be scattered throughout a project, the public housing units may also float throughout the project.

(g) Amount of Subsidy per Unit. Under this RFP, SAHA will limit the operating subsidy available to **\$169.00 per unit/per month (PUM)**. SAHA reserves the right to increase or decrease this amount if the applicant satisfies the conditions described in section A.3(b)(2) of this section, as determined solely by SAHA. (See also the Overview Section A.1 of this RFP regarding the availability of and reduction of operating subsidy to SAHA from HUD.)

(h) Site and Neighborhood Standards and De-concentration of Poverty Goals.

(1) SAHA will award operating subsidy under the Local Unit-Based Subsidy Program only if the project is consistent with the goal of de-concentrating poverty (24 CFR Part 903.2) and expanding housing or economic opportunities.

(2) In determining the location of newly constructed units, applicants for assistance under this RFP will comply with the following requirements:

- (a) The Fair Housing Act (42 U.S.C. Section 3601 et seq.) and Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), and implementing regulations;
- (b) The units may be located anywhere throughout the City of San Antonio

(j) **Waiting Lists.** SAHA currently uses central waiting lists for its public housing programs and anticipates that it will continue to use central waiting lists.

(k) **Tenant Screening Requirements.** Procedures for tenant selection for the Local Unit-Based Subsidy Program must be based upon SAHA's ACOP. Proposed screening requirements must be submitted as part of the Proposal and state how the applicant will determine if a family qualifies for admission to a unit. Drug screening/testing, however, must not be required. Screening requirements must address the applicant's methods for determining the resident's potential for compliance with the following requirements:

- a. Payment of rent and other charges (e.g. utility bills), as required by the lease, in a timely manner;
- b. Care for the unit and avoiding damage to the unit, common areas, and any neighboring property;
- c. Use of facilities and equipment in a reasonable way;
- d. Causing no health or safety hazards in the unit and common areas or adversely affecting the health or safety of neighboring property;
- e. Reporting of maintenance needs in a timely fashion;
- f. Not interfering with the rights and peaceful enjoyment of others, and avoiding damage to the property of others;
- g. Not engaging in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not engaging in drug-related criminal activity; and
- h. Complying with necessary and reasonable rules and program requirements of HUD and SAHA governing responsible community behavior.

A.4 Contract Form and Issues

This RFP may result in one or more letters of intent or letters of commitment ("**Letter of Intent/Commitment**") to enter into either an ACC amendment with HUD for operating subsidy and/or an R&O Agreement between the SAHA and the owner and commitment letter for a loan of Capital Funds, if applicable. The exact terms of these contracts will be negotiated between SAHA and the successful applicant(s). No contractual rights will arise out of the process of negotiation until such time as SAHA and the selected applicant(s) have signed an R&O Agreement or a loan agreement. The selected applicant(s) must acknowledge that it will implement changes as needed or required by law, HUD or SAHA.

During the performance of the R&O Agreement, the owner will not discriminate on the basis of race, color, religion, creed, sex, national origin, handicap or familial status, or by the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity or which substantially impairs the

ability of persons to apply for or receive the benefits of assistance because of race, color, religion, creed, sex, natural origin, handicap or familial status, in the sale, rental, or other disposition of residential properties or related facilities, including the land to be developed for residential use, or in the use or occupancy thereof.

SECTION B – PROJECT OBJECTIVES

B.1 Overview

The information in this section has been assembled to provide applicants with information about SAHA's expectations and program goals under this RFP.

B.2 Objectives

SAHA has determined a need to encourage, by the provision of Capital Funding and operating subsidies to owners who will operate public housing, the replacement of public housing units that have been disposed of or demolished.

Among the goals identified by SAHA to be addressed by the Local Unit-Based Programs are to:

- (a) increase the number of high quality available, affordable rental units for extremely low and low-income families;
- (b) increase the number of available, affordable rental units in areas of de-concentrated poverty;
- (c) increase the number of available, affordable rental units in non-impacted areas;
- (d) foster SAHA efforts associated with revitalization of its existing public housing stock;
- (e) experiment with the types of housing assisted and test new opportunities and approaches for assisting low and very-low income families; and
- (f) increase the number of available, affordable rental units to income-eligible, disabled, special needs or homeless households.

SAHA's overall objective is to provide decent, safe, sanitary and affordable housing for families of extremely low to moderate incomes.

B.3 Applicant's Role

The applicant(s) will be responsible for all activities associated with the development, rental and management of the units, including, but not limited to:

- (a) Identifying a site or sites for which the applicant(s) can demonstrate site control on or before a stated date;
- (b) completing and submitting a marketing analysis that shows project feasibility;
- (c) arranging and securing private debt and equity financing and finalizing terms for all public and private financing, as necessary;
- (d) providing all necessary financial guarantees and assurances from financially capable entities that are able to perform such guaranties and assurances to assemble all public and private financing, as necessary; and
- (e) developing a property management plan and providing qualified property management and, if applicable, supportive service staff for the project.
- (f) working with SAHA to incorporate supportive and community service programs into the project, as necessary;

SECTION D

D.1 R&O Agreements

(a) Subject to Appropriations. Although SAHA may enter into a Letter of Intent/Commitment to enter into an R&O Agreement for a specified number of years, the continued funding of operating subsidies under any R&O Agreement are contingent upon annual appropriations by the United States Congress.

(b) Additional Conditions. An owner who's Proposals has been recommended for funding will be notified in writing by SAHA. Upon SAHA's approval of the Proposal, SAHA will send each successful Applicant a Letter of Intent/Commitment stating that funding is conditioned upon (1) SAHA analysis and determination of rent reasonableness and subsidy layering review for all units performed by either SAHA or HUD; (2) all units meeting SAHA'S standards, as applicable, local building code and other SAHA specified requirements; (3) timely completion of units as specified in the owner's Proposal or as negotiated with SAHA; (4) execution of an R&O Agreement; and (5) any other conditions specified by SAHA. The R&O Agreement will specify the terms and conditions of the contract between SAHA and the owner.

(c) Pre-contracting Requirements. Prior to entering into an R&O Agreement the following processes will take place:

- 1) SAHA staff will conduct a review of rent reasonableness according to the requirements under Sections A.3(b) and C.2.1(b). SAHA also will perform a subsidy layering review. In the event that the review does not justify owner's proposed rents or the request for Capital Funds, SAHA will attempt to negotiate an acceptable alternative with the owner.
- 2) SAHA staff will conduct an inspection of the units to determine compliance with and other SAHA specified requirements. Inspections and follow-up activity will be conducted according to SAHA's then current inspection policies and procedures.
- 3) SAHA staff will contact and schedule interview with any existing residents of owner's units to determine eligibility for the applicable Program.
- 4) In the event that a resident is not eligible for public housing, SAHA will notify the owner of this determination.
- 5) SAHA will enter into an R&O Agreement, on forms specified by SAHA prior to the commencement of assistance under this RFP.

Section E:

Proposer's must complete the Application below and insert in TAB 11.

**SUMMARY APPLICATION TO THE HOUSING AUTHORITY
FOR
EXISTING, NEWLY CONSTRUCTED, TAX CREDIT PROPERTY,
RENOVATED,
WITH OR WITHOUT LOCAL UNIT-BASED SUBSIDY PROGRAM OR CAPITAL FUNDS**

[USE OF THIS FORMAT IS MANDATORY]

[DO NOT STATE "SEE ATTACHED" EXCEPT FOR CONTINUATION SHEETS OR AS OTHERWISE REQUESTED]

DEVELOPER/OWNER:

(Name)

(Contact Person)

(Address)

(Telephone/Fax)

(E-Mail)

PROJECT NAME:

TYPE OF APPLICATION (CHECK):

LOCAL UNIT-BASED SUBSIDY PROGRAM (SELECT BELOW)

WITHOUT CAPITAL ASSISTANCE REQUEST

WITH CAPITAL ASSISTANCE REQUEST

TOTAL NUMBER OF UNITS TO BE ASSISTED UNDER THIS APPLICATION: _____

PROJECT ADDRESS(ES), NUMBER OF SUBSIDIZED UNITS AND INDICATE IF EXISTING UNITS OR NEW CONSTRUCTION:

ADDRESS

NUMBER REQUEST

EXISTING/NEW

PAGE 2 OF APPLICATION SUMMARY

FOR EACH BUILDING IN THE RPOPOSAL PROVIDE THE FOLLOWING:

BUILDING ADDRESS: _____

ATTACH EVIDENCE OF SITE CONTROL (E.G. DEED) AND NECESSARY LICENSES AND/OR PERMITS:

INDICATE IF THE BUILDING WILL BE DESIGNATED FOR ELDERLY ONLY, DISABLED ONLY, AND/OR WILL HAVE SUPPORTIVE SERVICES:

NUMBER OF UNITS EXISTING
OR TO BE CONSTRUCTED IN THE BUILDING: _____

NUMBER OF UNITS IN THE BUILDING FOR
WHICH OPERATING SUBSIDY IS REQUESTED: _____

FOR EACH UNIT FOR WHICH SUBSIDY IS REQUESTED PROVIDE:

- UNIT IDENTIFICATION
- WHETHER EXISTING OR PROPOSED FOR CONSTRUCTION

IF EXISTING, INDICATE WHEN UNIT WILL MEET SAHAS STANDARDS

- SQUARE FOOTAGE
- TOTAL NUMBER OF ALL ROOMS

NUMBER OF BEDROOMS
NUMBER OF BATHROOMS

- PROPOSED TOTAL RENT
- UTILITIES, SERVICES, AND EQUIPMENT INCLUDED AND NOT INCLUDED IN THE RENTAL CHARGE, AND IF NOT INCLUDED IN THE RENT, THE ESTIMATED AVERAGE MONTHLY COST OF EACH EXPENSE DURING THE FIRST YEAR OF OCCUPANCY
- AMENITIES (INCLUDING, BUT NOT LIMITED TO UNITS DESIGNED FOR PERSONS WITH MOBILITY IMPAIRMENTS, VISION IMPAIRMENTS, HEARING IMPAIRMENTS, OR OTHER SPECIAL NEEDS) AND SERVICES PROVIDED (INCLUDING, BUT NOT LIMITED TO SERVICES FOR PERSONS WITH MENTAL IMPAIRMENTS, RECOVERING SUBSTANCE ABUSERS, VICTIMS OF DOMESTIC VIOLENCE, PERSONS WITH OTHER SPECIAL NEEDS)

PAGE 3 OF APPLICATION SUMMARY

(Attach one sheet in same format for each building; all units for which subsidies are requested in the same building should be on one sheet providing the requested information)

ADDITIONAL INFORMATION

RELOCATION – If the units or sites are presently occupied, provide the number of families, individuals, businesses and other organizations presently occupying the site; the number of them to be displaced, temporarily relocated, or moved permanently; estimated costs and sources of relocation payments and services; plan for relocation, including organization providing services (may be attached).

ALL APPLICATIONS –

Attach all information required by Section C – Qualification Criteria and Proposal Submission Instructions, and the solicitation package.

Indicate proposed term, in years, of the assistance or subsidy

Attach a sheet describing how the requested assistance or subsidy will further SAHA housing objectives

Complete the following affidavit:

OWNER – DEVELOPER AFFIDAVIT

1. Does the owner/developer or any of its principals owe the City any monies for incurred real estate taxes, rents, water, and sewer charges or other indebtedness?
Yes _____ No _____
2. Are any of the principals of the owner/developer employed by the City or the Housing Authority? Yes _____ No _____
If so, in what capacity, and include the name of the principal, the agency or department, and the position held in that agency or department?
3. Has the owner/developer or any of its principals ever been the owner of any property upon which the City foreclosed for its/his/her failure to pay real estate taxes or other indebtedness?
Yes _____ No _____
4. Have any of the principals of the owner/developer ever been convicted of any arson-related crimes, or currently under indictment for any such crime?
Yes _____ No _____

5. Has the owner/developer or any of its principals been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the past three (3) years? Yes _____ No _____

Signed under penalty of perjury this _____ day of _____, 200__.

SIGNATURE: _____

TITLE: _____

ORGANIZATION: _____

ADDRESS: _____

EXHIBIT I Insurance Requirements

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

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

ATTACHMENT B HUD FORMS AND

*(Form 1295 is to be completed online by the **Selected Respondent ONLY** and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).*

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

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

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

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

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

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

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

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT C
Profile of Firm Form
Company Biography
Sub-Development Partner Listing

PROFILE OF FIRM FORM (Page 1 of 2)

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

(2) Legal Name of Firm: _____

dba if applicable: _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(4) Please indicate the operating structure of your company.

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

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

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

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

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

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

Facility Name: _____

Facility Address: _____ City: _____

(7) SWMBE Certification Number: _____

Certification Agency: _____

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

(8) Federal Tax ID Number: _____

(9) City of San Antonio Business License No.: _____

(10) State of Texas License Type and No.: _____

PROFILE OF FIRM FORM (Page 2 of 2)

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes · No ·

Initials_____

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

- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes · No ·

Initials_____

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

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

Initials_____

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

Initials_____

Signature	Date	Printed Name	Company
------------------	-------------	---------------------	----------------

Company Biography

Company Name: _____

Headquarters Location: _____

Field Office Locations: _____

Business Specialty or Focus: _____

Number of Full Time Staff: _____

Founding Date and Brief History: _____

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

Previous Housing Authority Experience: YES NO

List the Authorities: _____

Proposed Sub-Development Partners

Note: A completed Profile of Firm Form must be submitted for each subDevelopment Partner.

Proposed SubDevelopment Partners					
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above sub-Development Partners is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in sub-Development Partners also requires the pre-approval of SAHA.</p>			<p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Printed Name & Title)</p> <p>_____</p> <p>(Company Name)</p>		

ATTACHMENT D
Section 3 and SWMBE Guidelines and Forms

SAN ANTONIO HOUSING AUTHORITY

SECTION 3 PROGRAM

CONTRACTOR COMPLIANCE GUIDE

BACKGROUND

The San Antonio Housing Authority (SAHA) adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD.

Therefore, all prime contractors participating on a HUD-assisted project shall comply with all applicable sections of the SAHA Section 3 Program.

The objective of the SAHA Section 3 Program is to ensure to the greatest extent feasible that employment and other economic-related opportunities are directed to low- and very-low income individuals and businesses owned by such individuals.

SECTION 3 GUIDANCE

1. The SAHA Section 3 Program adopted on June 2, 2011 is hereby incorporated by reference as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the SAHA website for more information on the Section 3 Program.
2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to SAHA bidders/proposers and recipients of contracts and subcontracts.
3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 residents and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals will be considered to have complied with the Section 3 Program requirements. SAHA reserves the right to increase project-specific goals as may be deemed appropriate by the SAHA representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance. In the event the solicitation changes the goals listed below, Contractor must follow the stricter goals.

Employment: Thirty percent (30%) of new hires per contract should be Section 3 residents.

Contracting: Subcontract ten percent (10%) of the total value of a construction contract with Section 3 Business Concerns.

Professional Services: Subcontract three percent (3%) with Section 3 Business Concerns on non-construction contracts (professional services).

3. In order to ensure the greatest impact on employment, contracting and economic opportunities, SAHA contractors and subcontractors shall direct their efforts to Section 3 residents and Business Concerns on a “preference” tiered basis as follows:

Training/Employment

- a) Category 1: Residents of the housing development or developments for which the Section 3 covered assistance is expended.
- b) Category 2: Residents of the other housing developments managed by the housing authority that is expending the Section 3 covered assistance.
- c) Category 3: Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended.
- d) Other Section 3 residents.

Contracting Opportunities

- a) Category 1: Business Concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.

4. To more effectively apply the Section 3 preferences, the following incentives shall be applicable to Section 3 HUD-assisted projects:

Solicitations Under \$50,000

On solicitations under \$50,000 and where two or more certified Section 3 Business Concerns are available to compete, SAHA will institute a “first source” solicitation initiative whereby two of the three solicited firms must be Section 3 Business Concerns.

Solicitations Greater than \$50,000

On Requests for Proposals the following incentives will be instituted:

- 1) A twenty percent (20%) preference will be instituted for Category 1 Section 3 Business Concerns bidding as prime contractors.
- 2) A fifteen percent (15%) preference will be instituted for Category 2 Section 3 Business Concerns bidding as prime contractors.
- 3) A ten percent (10%) preference will be instituted for Category 3 Section 3 Business Concerns bidding as prime contractors.
- 4) A five percent (5%) preference will be instituted for Category 4 Section 3 Business Concerns bidding as prime contractors.
- 5) A five percent (5%) preference will be provided to SAHA prime contractors that have achieved both the resident hires and business concern contracting goals in their immediate past contract performance within the last year.
- 6) A five percent (5%) preference will be provided to SAHA prime contractors participating in a SAHA approved Joint Venture or Mentor-Protégé program with an eligible Section 3 Business Concern.
- 7) A five percent (5%) preference will be provided to prime contractors that have formal apprenticeship programs approved by DOL and commit to training no less than ten (10) eligible Section 3 residents through such programs annually that provide no less than 250 hours of formal training.

On Invitations for Bids the following preference will be instituted:

- 1). Contractors who are certified as Section 3 Business Concerns and whose prices are within the independent cost estimate of the project and are both responsive and responsible, shall receive a preference according to the following table, where x is the amount by which the Section 3 Business Concern may be above the lowest responsive bid.

x=lesser of:

When the lowest responsive bid
is less than \$100,000 10% of that bid or \$9,000.

When the lowest responsive bid is:
At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000.

At least \$400,000, but less than \$500,000 6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million 5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million 4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million 3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million 2% of that bid, or \$105,000.
\$7 million or more 1½% of the lowest responsive bid, with no dollar limit.

2) Where two or more Section 3 business concerns are both responsive and responsible, the Section 3 business concern with the lowest price shall receive the contract award.

A successful contractor's usage of the above preferences shall be capped annually at \$1 million dollars in the aggregate. Once a contractor has been awarded annually \$1 million dollars in contracts as a result of a preference, the contractor is no longer eligible for the above preferences for the remainder of the calendar year.

5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. SAHA representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract. Please be advised that a contractor Section 3 performance will be considered and evaluated on future SAHA contracts and will be a factor in the selection and/or contract award.
6. To ensure that the SAHA Section 3 Program benefits individuals and businesses that are eligible Section 3 residents and Business Concerns, all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 residents and/or Business Concerns (vendors, suppliers or subcontractors) submit the necessary information for proper SAHA status review and credit.
7. All SAHA prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content as requested by SAHA staff. This report shall document Section 3 resident and Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
8. Failure or refusal by a SAHA bidder/proposer or contractor to satisfy or comply with the Section 3 Program requirements, either during the bid/proposal process or during the term of the SAHA agreement, shall constitute a material breach of contract whereupon the contract, at the option of SAHA, may be cancelled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with SAHA as a non-responsible contractor. SAHA may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

Prime contractors participating on SAHA Section 3 HUD-assisted projects are specifically required to address and satisfy the Section 3 Program requirements described below *prior* to the award of the contract. The Section 3 Program requirements shall be applicable throughout the duration of the contract and to any amendment and renewal.

1. In the absence of evidence to the contrary, a prime contractor that meets the minimum Section 3 Program numerical goals set forth in the solicitation will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a “*Good Faith Effort Compliance Plan*” (**Attachment A**) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectfully.
2. In evaluating compliance, a prime contractor that *has not* met the numerical goals set forth in the solicitation has the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a “*Good Faith Effort Compliance Plan*” (**Attachment A**) to include completion of Sections A, B and C which must be included with the bid/proposal. SAHA representatives shall review and determine in their sole discretion whether a bidder or proposer’s (contractor) good faith effort compliance plan achieves the Section 3 Program goals and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B and C and describe the concrete efforts that were taken and will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the SAHA contract.
3. SAHA reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
4. As required under the Section 3 Program’s contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Prime contractors shall submit a properly completed and executed “Section 3 Eligibility Form” for all participating Section 3 residents and/or Section 3 Business Concerns (**Attachment B**). It is the responsibility of the prime contractor to ensure that eligible Section 3 residents and Business Concerns submit all necessary information for SAHA review and credit, to include an eligible Section 3 prime contractor, if applicable.

6. Prime contractors requesting a Section 3 Program preference based upon employment or ownership interest shall submit a properly completed and executed Section 3 Eligibility Forms for all employees and owners who qualify, and provide any supporting documentation that may subsequently be required by SAHA. Prime contractors and subcontractors must employ any Section 3 residents full-time for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing the Section 3 resident for a preference.
7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all SAHA prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program numerical goals or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with SAHA's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3 Business Concern. SAHA may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
9. All prime contractors participating on a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

SAN ANTONIO HOUSING AUTHORITY SECTION 3 PROGRAM UTILIZATION PLAN

INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Utilization Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance. or present a detailed explanation why, despite their best efforts the minimum numerical goals were not met. These numerical goals are **minimum** targets that must be reached in order for SAHA to consider a recipient in compliance.

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to: Section 3 Coordinator, at 210 -477 -6165 or section3@saha.org.

- Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidders/proposers approved Section 3 Utilization Plan will be monitored throughout the duration of the SAHA contractual term.
- Contractor shall submit a *Section 3 Utilization Plan* at the time of bid/proposal submittal in order to be considered responsive.
- This *Section 3 Utilization Plan* is subject to SAHA's review and approval. SAHA may at its sole discretion approve or disapprove the plan. SAHA's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to SAHA's Section 3 Program, Policy & Procedures.
- All bidders/proposers are to complete the following:

- _____ **Section A**, Bidder/Proposer Information
- _____ **Section B**, Contractor Commitments - New Hires
- _____ **Section C**, Contractor Commitments - Subcontractors
- _____ **Section D**, Contractor Commitments – Other Economic Opportunities
- _____ **Section E**, Good Faith Efforts
- _____ **Section F**, Section 3 Compliance Certification

Optional:

- _____ Certification for Section 3 Business Concerns
- _____ Section 3 Individual Verification Form (S3-6003b REV 2/2016)

- SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to the SAHA Section 3 Coordinator at section3@saha.org.

SECTION 3 PROGRAM UTILIZATION PLAN

Project Title: _____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: _____

Contact Person: _____ Telephone: _____

Email: _____

Is your firm a "Section 3 Business Concern": Yes _____ No _____
If "Yes"; complete the Certification for Section 3 Business Form and attach the Required Documentation.

SECTION B – CONTRACTOR COMMITMENTS – NEW HIRES (If more space is needed, please provide an attachment).

Hiring Goal: A minimum of Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents

B.1 Explain how you intend to recruit a minimum of 30% of Section 3 residents for **full-time new hires**, and what actions you will use to require subcontractors to do the same. **Note:** Section 3 individuals must work a minimum of 32 hours per week or 135 hours per month to be considered full-time employees.

B.2 Complete the table below to identify the bidder's/proposer's employee positions required for the execution of this project.

Job Category*	Number of Positions to be Filled with Section 3 Residents	Anticipated wages per hour
Professionals		
Technicians		
Office/Clerical		
Officers/Managers		
Sales		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		
Other List & describe		

B.3 The contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. Indicate the estimated percentage of Section 3 new hires for this project: _____

SECTION C – CONTRACTOR COMMITMENTS – SUBCONTRACTORS (If more space is needed, please provide an attachment).

Contracting Goal: A minimum of ten percent (10%) of all covered **construction** contracts shall be awarded to Section 3 business concerns C. Three percent (3%) of all covered **non-construction** contracts shall be awarded to Section 3 business concerns

C.1 Describe how bids from Section 3 businesses will be solicited for subcontracting.

C.2 Complete the table below to identify the subcontractors/suppliers that will be utilized for the execution of this project.

Subcontractor/Supplier Listing

Subcontractor or Supplier/ Name and Address and phone number	Scope of Work/Product	\$ Value	Certified Section 3 Business Concern (Y/N)

(Make Additional Copies as Necessary)

C.3 The Prime Contractor will subcontract with a total of _____ Section 3 Business Concerns totaling _____% of the Contract Value. **NOTE:** *The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3 eligible Business Concern. SAHA will only credit participation by Section 3 Business Concerns that submit documentation acceptable to SAHA certifying their Section 3 status.*

**SECTION D – CONTRACTOR COMMITMENTS – OTHER ECONOMIC OPPORTUNITIES
(If more space is needed, please provide an attachment).**

B.3 The undersigned bidder/proposer will satisfy the Section 3 *other economic opportunity* goal:
Yes _____ No _____

Please outline your plan to provide other economic opportunities to Section 3 residents. Examples of plans may include training agreements, internship programs, mentorship programs etc.

SECTION E – GOOD FAITH EFFORTS

NOTE: Fill this section only, if Plan as submitted fails to meet the employment and contractual opportunity goals as stated herein or as amended in the solicitation.

D.1 If no contracting, hiring or other economic opportunities are anticipated, briefly explain why.

SECTION F: SECTION 3 UTILIZATION PLAN CERTIFICATION

I CERTIFY THAT I HAVE REVIEWED AND FULLY UNDERSTAND SAHA'S SECTION 3 PROGRAM AND THE SECTION 3 CLAUSE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. I HEREBY AFFIRM THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

I HEREBY CERTIFY THAT THE ABOVE TABLES IDENTIFY THE NUMBER OF SECTION 3 BUSINESS CONCERNS THE COMPANY WILL UTILIZE AND THE NUMBER OF SECTION 3 RESIDENTS THE COMPANY PROPOSES TO EMPLOY.

I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE SAHA CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE: _____ DATE: _____

San Antonio Housing Authority

Section 3 Individual New Hire Verification Form

NEW HIRES MUST COMPLETE THIS FORM. The Section 3 Program requires that recipients of certain HUD financial assistance, to the greatest extent feasible provide employment, training or education opportunities for low- and very-low income persons in connection with projects and activities in their neighborhood. Completion of this form helps your new employer and SAHA monitor compliance to the Section 3 program and may help in obtaining future business with the Housing Authority. Your information is kept CONFIDENTIAL and will not affect any federal subsidies you currently receive, if any.

CONTACT INFORMATION					
First Name:	Last:	M.I.:	Suffix:		
Residence Address:			City:		
State:	Zip:	County:		Phone:	
Email Address (required):				DOB:	
Date of Hire:		Company Name:			
Job Title:		Type of job:		Full-Time (32+ hours per week)	Part-Time

INCOME DISCLOSURE (CHECK ONE OPTION BELOW)

In order to be eligible as a Section 3 individual, your household income must meet the income criteria by household size. Individuals are eligible for Section 3 status if their household income is at or below 80% of Area Median Income in Bexar County during the current calendar year or be a resident of public housing or Section 8.

Option 1: I choose to disclose this information

Choose the number of individuals in your household in the chart below to determine your HUD income limit. The dollar amount below the number you indicate is your HUD income limit.

FY 2018 80% Area Median Income Limits (by Household Size)

Number of persons in household	1	2	3	4	5	6	7	8
80% of Area Median Income (FY 2018 HUD Income Limits)	\$37,450	\$42,800	\$48,150	\$53,450	\$57,750	\$62,050	\$66,300	\$70,600

YOU MUST ANSWER THE FOLLOWING QUESTIONS IF YOU ARE CLAIMING SECTION 3 ELIGIBILITY:

Is your household income at or below the HUD income limit for the current year? **Yes** **No**

If your answer is YES and you reside in Bexar County, you are a Section 3 individual, regardless of public housing status.

Are you a resident of public housing or Section 8? **Yes** **No**

If your answer is YES, you are a Section 3 individual regardless of your income.

Option 2: I choose NOT to disclose this information OR I do not qualify as a Section 3 eligible individual.

CERTIFICATION

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority (SAHA) for contract compliance purposes. I further affirm that the information on this form is to the best of my knowledge and belief true, correct, and complete.

Signature _____

DATE: _____

M/WBE UTILIZATION STATEMENT
SAN ANTONIO HOUSING AUTHORITY
M/WBE PROGRAM OFFICE

Please read these instructions carefully before completing the required Minority/Women Business Enterprise (M/WBE) Utilization Statement. These instructions are designed to assist prime contractors/consultants document M/WBE program compliance or in preparing the required detailed and complete good faith effort information.

Contractors/Consultants are required to submit detailed documentation when the contract specified M/WBE participation ranges or goals are not met. The SAHA M/WBE Program Manager will review and consider a bidder's or proposer's good faith efforts in assisting SAHA to meet its M/WBE policy and program objectives.

A. Bidders/Proposers are required to make sincere efforts in attempting to achieve the applicable SAHA M/WBE participation ranges or goals. The approved M/WBE participation ranges or goals will be monitored throughout the duration of the project;

B. All bidders/proposers are to complete Section A, Project Identification and Section B, Project M/WBE Utilization, if applicable. Should there be subcontracting/sub consulting opportunities, yet the bidder/proposer *not* achieve the project's applicable M/WBE participation range or goal, the bidder/proposer must complete all other sections of the Statement.

C. This Statement should be prepared by the company's project M/WBE Coordinator or designee. The Statement must be signed and dated by an authorized company official. The Coordinator or designee should have a working knowledge as to the project's subcontracting or sub-consulting and supplier activities (actual and anticipated). This individual shall be a key figure in directing the prime contractor's M/WBE activities.

D. The M/WBE Utilization Statement demonstrating a contractor's good faith efforts is subject to the SAHA M/WBE Program Coordinator's review and approval.

E. SAHA requires all M/WBE firms to be certified as such by an entity acceptable to SAHA for project M/WBE credit.

F. SAHA reserves the right to approve all additions or deletions of subcontractors, subconsultants, and/or major vendors. In the event that an M/WBE subcontractor, subconsultant, and/or major vendor is replaced, the contractor must make a good faith effort to involve and utilize another M/WBE subcontractor, sub consultant, and/or major vendor.

Should you have any questions or need additional information, please contact:

Charles Bode
818 S Flores
Asst. Director of Procurement
charles_bode@saha.org
210-477-6165

FOR SAHA PROCUREMENT DEPARTMENT USE ONLY

Reviewed by: _____

Date: _____

Signature of SAHA Official: _____

Recommendation: Approval: _____ Denial: _____

subject to the SAHA M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT
 SAN ANTONIO HOUSING AUTHORITY
 M/WBE PROGRAM OFFICE

SECTION A: PROJECT IDENTIFICATION

Project Number _____ Project Title _____

Contract Amount _____ Company Name _____

Project Participation Range/Goal: M/WBE ____ %

Contract Anticipated Participation Range: M/WBE ____ %

The M/WBE participation range/goal is expressed as a percentage of the total dollar amount of the prime contract awarded to M/WBEs. The goal is applicable for those areas, which the prime contractor has subcontracted, sub-consulted, and/or major supplies necessary in the performance of the contract.

SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

1. List all actual *and* anticipated subcontracts, subconsultants, and/or major material purchases, include *both* M/WBE and non-M/WBE, to be utilized on the project (*use additional sheets if necessary*).

TRADE AREA	ESTIMATED AMOUNT (\$)	SUB/SUPPLIER	SUB/SUPPLIER	
			M/WBE	Yes (✓) No

2. MBE utilization in total dollars: _____ WBE utilization in total dollars: _____

3. Overall MBE utilization percentage (%): _____

4. Overall WBE utilization percentage (%): _____

5. Overall M/WBE utilization percentage (%): _____

6. Anticipated M/WBE utilization on this contract will occur:

Throughout ____ Beginning 1/3 ____ Middle 1/3 ____ Final 1/3 ____

Please Note: SAHA will credit only those M/WBEs that have been certified by an entity acceptable to SAHA. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or

major suppliers, M/WBE or otherwise, must be submitted to SAHA for review and approval.

If Bidder/Proposer is unable to meet the M/WBE participation range/goal, please proceed to complete Section C and submit documentation demonstrating contractual good faith efforts.

SECTION C: GOOD FAITH EFFORT

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve SAHA's M/W/BE participation ranges. The bidder/proposer is not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Required Questions	Yes	No
1. If applicable, was your company represented at the pre-bid conference?		
2. Did your company request and obtain a copy of the certified M/WBE firms?		
3. Were M/WBE firms solicited for contract participation?		
4. Provide listing of solicited M/WBEs with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. (Include as an Attachment)		
5. Was direct contact made with SAHA's M/WBE Program Office? If yes, please identify date/person contacted and assistance sought. (Include as an Attachment)		
6. Identify all M/WBE support agencies/associations contacted for M/WBE assistance or solicitation (Minority Chamber's of Commerce, purchasing councils, contractor groups, etc.). (Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)		
7. Were bid opportunities related to this project advertised in minority/women newspapers and trade journals? (If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)		
8. Were copies of plans and specification furnished to any M/WBEs?		
9. Were subcontractors, subconsultants, and/or suppliers (if applicable) required to provide insurance or be bonded? (If yes, please detail any assistance that was provided or if they were referred, to whom)		
10. List, as an Attachment, all M/WBE bids received but rejected. Identify company name, contact person, telephone number, date, trade area, and the reason for rejecting the bid/proposal.		
11. Discuss any other effort(s) aimed at involving M/WBEs (Include as an Attachment) : (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum M/WBE participation.		

(b) Discuss joint ventures initiatives, requesting second-tier M/WBE subcontracting, etc., if any.		
(c) List all other good faith efforts employed, please elaborate.		

The undersigned acknowledges and states that all information submitted as part of this Good Faith Effort Statement is true and correct to the best of his/her knowledge. I further agree that this document shall be attached thereto and become a binding part of the SAHA contract.

Print Name

Title Date

Signature

Telephone Number

ATTACHMENT E
Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(Attachment E)

(This Form must be fully completed and placed under Tab No. 8 of the proposal submitted.)

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

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 References
<input type="checkbox"/>	Tab 2 HUD and State Forms
<input type="checkbox"/>	Tab 3 Profile of Firm, Company Biography, and Sub-Development Partners List
<input type="checkbox"/>	Tab 4 Evaluation Criteria Response
<input type="checkbox"/>	Tab 5 Section 3 Business Preference
<input type="checkbox"/>	Tab 6 Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan
<input type="checkbox"/>	Tab 7 Section 3 Good Faith Effort Compliance Plan
<input type="checkbox"/>	Tab 8 Proposal Checklist and Certification
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES ___ or NO ___. If “YES,” pursuant to the documentation justifying such submitted under Tab No 8, which category are you claiming?

- Category I – Owned by a public housing resident where work is performed
- Category II – Owned by any other public housing resident
- Category III – HUD Youthbuild Program
- Category IV – 30% of workforce is Section 3 qualified or subcontract greater than 25% of contract value to certified Section 3 Business Concern

Respondent's Certification

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

1. He/she has full authority to bind Respondents and that no member of Respondent's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Qualifications were provided herein will be delivered as specified in the Qualifications,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Respondents agrees that this Qualifications shall remain open and valid for at least a period of 90 days from the date of the Qualifications Opening and that this Qualifications shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Respondents,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Qualifications,
6. Respondents, nor the firm, corporation, partnership, or institution represented by the Respondents, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business,
7. Respondents has not received compensation for participation in the preparation of the specifications for this RFQ,
8. Non-Collusive Affidavit: The undersigned party submitting this Qualifications hereby certifies that such Qualifications is genuine and not collusive and that said Respondents has not colluded, conspired, connived or agreed, directly or indirectly, with any Respondents or person, to put in a sham Qualifications or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Qualifications price of affiant or of any other Respondents, to fix overhead, profit or cost element of said Qualifications price, or that of any other Respondents or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Qualifications are true.
9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. Non-Boycott of Israel: SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. Tx. Gov. Code 2252.152: Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

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

ATTACHMENT F
Form of Proposal

The Form of Proposal shall be the first document in the “ORIGINAL” proposal binder only and shall be printed on the Respondent’s Letterhead.

(Place on Respondent's Letter Head and first document in Response)

San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

Attention: Charles Bode, Assist. Director of Procurement

RE: 1808-909-57-4827 Development Partner for 5700 Culebra Road

Gentlemen:

The undersigned Respondent, having read and examined the RFP and associated documents for **Development Partner for 5700 Culebra Road** and having visited and/or familiarized myself with the work of the proposed project and after thoroughly considering the factors which will affect the execution of the project, does hereby submit this Proposal. All submissions herein are firm and shall not be subject to change provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

List cost as per the specifications in this RFP. Detail the level of involvement of SAHA and expected resources. Detail your cost method and list detail of your plan per the specifications in this RFP on an attached page or pages.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the Project will be performed in strict accordance with the subsequent Contract Documents.

(If no exceptions are taken, indicate so by entering "None").

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

The undersigned Respondent herein proposes to execute the resulting Contract and sub-agreements for Development Partner for 5700 Culebra Road.

PERFORMANCE AND PAYMENT BONDS.

The cost for obtaining Performance and Payment Bonds, if required, shall be included in the overall fee structure and be stated in the Contract.

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the Project in accordance with the schedule set forth in the subsequent Contract. It is understood that all services shall be complete and all reports shall be delivered as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

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

Dated this _____ day of _____, 20_____.

Offeror _____

By _____

Title _____

ATTEST:

Business Address of Offeror _____

State of Incorporation _____

Address of Principal Office _____

Email: _____