

CITY OF SAN ANTONIO
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Office of Grants Monitoring and Administration



REQUEST FOR QUALIFICATIONS
("RFQ")

for

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS)

(RFQ 13-008)

Release Date: October 22, 2012

Due Date: November 9, 2012

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I. BACKGROUND

The City of San Antonio (“City”) seeks submittals from qualified nonprofit organizations interested in becoming certified City of San Antonio Community Housing Development Organizations (CHDOs) in order to assist the City with providing affordable housing to our citizens.

A CHDO is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Certified CHDOs receive certification from the City indicating that they meet certain HOME Program requirements and therefore are eligible for consideration of CHDO set-aside activities.

The Home Investment Partnerships Program or HOME Program was created by the National Affordable Housing Act of 1990. The purpose of the HOME Program is to increase the supply of safe, decent, sanitary, and affordable housing for low and very-low-income households. HOME also seeks to expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to provide housing; and leverage private-sector participation. HOME funds are allocated to states and local jurisdictions as one of four community development formula grant programs administered by the U.S. Department of Housing and Urban Development (HUD). By statute, the City is required to reserve not less than fifteen percent (15%) of the HOME allocation for investment only in housing to be developed, sponsored, or owned by Community Housing Development Organizations (CHDOs).

Completion of this RFQ and subsequent certification does not guarantee receipt of future HOME funds. Only certified CHDOs, however, will be eligible to apply for the set aside HOME funds.

Please note that religious organizations cannot qualify as CHDOs, but they may sponsor the creation of wholly secular non-profits. Any housing developed by a CHDO sponsored by a religious organization must be made available to all persons, regardless of belief or religious affiliation.

HUD requires yearly re-certifications of existing CHDOs, therefore this RFQ should be completed by existing CHDOs seeking re-certification as well as new organizations seeking CHDO status.

II. SCOPE OF SERVICES

CHDOs are expected to be the City’s partner in relation to affordable housing and neighborhood revitalization goals. CHDO status does not come with a requirement for any particular service or project. Certification does not require nor is it necessary for a CHDO to apply for City HOME funds. This RFQ is not a precursor in the process for the City’s Request for Applications (RFA) for HOME funding.

III. TERM OF CERTIFICATION

If certified, this certification will be effective thru October 2013. Yearly re-certifications are required.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Office of Grants Monitoring & Administration, 1400 South Flores, San Antonio, Texas, in the Training Room, on Monday, October 29th at 10:00 AM. Respondents are encouraged to prepare and submit their questions in writing three (3) days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is highly recommended.

This meeting place is accessible to disabled persons. The building at 1400 South Flores is wheelchair accessible. Accessible parking spaces and the accessible entrance are located on the south (Cevallos Street) side of the building. To arrange for special assistance to attend this meeting, please call the Disability Access Office at (210) 207-7245. Requests for an interpreter for the hearing impaired must be received at least 48 hours prior to the meeting by calling (210) 207-7245 V/TTY for assistance.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section VIII – Restrictions on Communication, after the conclusion of the Pre-Proposal Conference.

V. SUBMITTAL REQUIREMENTS

Respondent's Submittal shall include the following items and must be tabbed in the following sequence:

- A. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Respondent Qualification General Questionnaire. (Attachment 1)
- B. SUMMARY OF QUALIFICATIONS: Completed form outlining respondent's staff complement and experience with affordable housing projects. (Attachment 2)
- C. BOARD ROSTER: Attach a copy of Respondent's current board roster. (Attachment 3)
- D. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (Attachment 4) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the Submittal.

- E. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (Attachment 5) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the Submittal.
- F. ANNUAL FINANCIAL STATEMENT: Include a copy of Respondent's most recent annual financial statement, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.
- G. SIGNATURE PAGE: Respondent must complete and include Signature Page with Submittal. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the Submittal. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. (Attachment 8)
- H. SELF CERTIFICATION AND INCOME ELIGIBILITY FORMS (ORIGINAL COPY): Completed form (Attachment 9)
- I. SUBMITTAL CHECKLIST: Completed Submittal checklist. (Attachment 10)
Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with Section VIII, Restrictions on Communication may be posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a Submittal. A Respondent who does not have access to the Internet, must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ, and changes to the RFQ – if any – shall be made in writing only.

VII. SUBMITTAL INSTRUCTIONS

- A. Respondent shall submit one (1) **original** submittal signed in ink, two (2) copies of the submittal, and one (1) compact disk (CD) in Adobe PDF format of the Proposal, in a sealed package, with the agency name clearly marked on the front of the package:

**Community Housing Development Organizations (CHDOS)
(RFQ 13-008)**

All qualification packages must be received in the City Clerk's office no later than **3:00 P.M. Local Time on, Friday, November 9, 2012** at the address below. Any submittal received after this time shall not be considered. Mailing Address: City Clerk's Office, Attn: Office of Grants Monitoring and Administration,

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS)

RFQ 13-008

P.O. Box 839966, San Antonio, Texas 78283-3966 Physical Address: City Clerk's Office, Attn: Office of Grants Monitoring and Administration,

COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS)

RFQ 13-008

100 Military Plaza 2nd floor, City Hall, San Antonio, Texas 78205. Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each Submittal (originals and copies) shall be typewritten and submitted on 8 ½" x 11" white papers inside a three ring binder. Font size shall be no less than 12 point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Each page shall be numbered. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each Submittal must include the sections and attachments in the sequence listed in the Submittal Requirements Section (see page 4, Section V.), and each section and attachment must be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the Submittal.
- C. Respondents who submit responses to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Submittal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its Submittal, the Grants Administrator of Grants Monitoring and Administration shall have the discretion, at any point in the contracting process, to suspend consideration of the Submittal.

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

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

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or Proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.
1. Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.
 2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until 3:00 p.m. Local Time, on November 1, 2012. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Valicia A. Cisneros, Sr. Management Analyst
City of San Antonio, Office of Grants Monitoring and Administration
valicia.cisneros@sanantonio.gov or to fax # (210) 886-0006

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Valicia A. Cisneros, Sr. Management Analyst
City of San Antonio
1400 South Flores, Unit #3
San Antonio, Texas 78204

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested. Questions submitted and the City’s responses will be posted in the form of an Addendum to the City’s web site at:

<http://epay.sanantonio.gov/RFPListings/>.

3. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
4. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven

(7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

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

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Submittals received in response to this RFQ. Each Submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. **CHDO certification will be granted to those organizations that meet all of the criteria listed on the Respondent qualification questionnaire. No scores will be given.**

X. RESERVATION OF RIGHTS

- A. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ, and to waive informalities and irregularities in the submittals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- B. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.
- C. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- D. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – RFQ Attachment 4)

- E. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City

Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ. Please see our website www.sanantonio.gov/gma and <http://epay.sanantonio.gov/RFPListings/> for any updates:

RFQ Release Date	October 22, 2012
Pre-Submittal Conference	October 29, 2012, 10:00 am Local Time
Final Questions Accepted	November 1, 2012, 3:00 pm Local Time
Submittals Due	November 9, 2012, 3:00 pm Local Time
Evaluations Conducted	November 13th - November 16 th
Notification to Selected CHDOs	November 16, 2012

RFQ ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S SUBMITTAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFQ SECTION V, WHICH IS ENTITLED "SUBMITTAL REQUIREMENTS"

RFQ ATTACHMENT 1

RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE

Please provide ALL information that is requested. Every question must be answered. Your submission must include page numbers and section references for each line item in the checklist. In addition, your back up documentation must be clearly labeled. **Please note: Unless permitted, “Not Applicable” will not be deemed as an acceptable response.**

SECTION 1: CHDO LEGAL STATUS AND PURPOSE

- a. A CHDO must be organized as a non-profit under state or local law. Provide evidence of legal status by:
_____ Charter attached, OR
_____ Articles of Incorporation attached

Please reference applicable page numbers in these documents!

- b. Provide evidence that no part of your net earnings benefits any member, founder, contributor or individual;
_____ Charter attached, OR
_____ Articles of Incorporation attached

Please reference applicable page numbers in these documents!

- c. Provide evidence of IRS Tax Exempt status. The following are acceptable:
_____ 501(c) (3)
_____ 905 From the IRS

Section 501(c) (4) status is not acceptable.

- d. Provide evidence of purpose to provide decent affordable housing to low and moderate income families. Evidence provided:
_____ statement in charter
_____ articles of incorporation
_____ by-laws
_____ resolution by non-profit/CHDO (***must be notarized***)
_____ statement in strategic plan

SECTION 2: CAPACITY

- a. A CHDO must conform to financial accounting standards as defined in OMB Circular A-133. If you need to reference OMB Circular A-133, go to the following website: www.whitehouse.gov/omb/circulars/a133/a133.html. Provide evidence of conformance to prescribed accounting standards:

_____ A **notarized** statement by the president or chief financial officer of the

organization; OR
 _____ A certification from a Certified Public Accountant

Notarized statement or letter from CPA must be currently dated

- b. Provide evidence of demonstrated capacity to carry out activities proposed with HOME funds. Sufficient evidence will include either of the following: a list of agency accomplishments OR a list of staff accomplishments. ***Please see Attachment 2 for accomplishment summary chart.***
- c. What is the current status of previous grants and funding awards? Please use the chart below to describe results achieved through use of HOME funds or other award funds.

Award Year	HOME Award Amount	Other Source Award Amount	Proposed Outcome/Number of Units	Results/Status (Units completed/clients served and dollars expended)

- d. Certified CHDOs must demonstrate a history of serving the community where assisted housing is to be provided with HOME funds. Your organization must show evidence of operating in San Antonio for at least three years prior to CHDO application. Describe experience below, including activities such as: developing new housing, rehabilitating existing stock, managing housing stock, or delivering other housing related services.

Note: Newly created organizations may use the history of service of a parent organization. The parent organization must have at least one year of experience in serving the community (San Antonio).

SECTION 3: ORGANIZATIONAL STRUCTURE

- a. Provide a copy of the organization’s board roster (*Attachment 3*). CHDO must maintain 1/3 of its governing board membership from residents of low-income neighborhood organizations in San Antonio. Identify the low-income board members and state how they qualify based on one of the following requirements:

1) Resident of low-income neighborhoods in the community:

Low income board representative is a resident of low income neighborhood where 51 percent or more of the residents are low-income. Residents of low-income neighborhoods on CHDO boards do NOT have to be low-income themselves. Please attach a map showing census tract, neighborhood boundaries and location of board member’s residence with an address identification.

Maps may be obtained from the following link: <http://factfinder2.census.gov>

1. On main page, scroll down to Address Search (to far right), click Street Address
2. Under Select Geographies, click on Address and enter address information, click GO
3. Under Geography Name, double click Block Group, Census Tract, County, State
4. Under Select Geographies, click Map, scroll down and click on boundaries and features, select boundary and label boxes for Census Tract and Block Group, scroll down and click UPDATE
5. Use zoom in/ out button to capture full photo of Target area w/ boundaries, Click on print icon
6. Map, select Orientation portrait, Map Title enter Address, Census Tract, Block Group, click OK
7. After file prepared, click OPEN to view, Print

Please include census maps with Attachment 3

OR

2) Low-income resident of the community:

Low income board representative is a low-income person who lives in the San Antonio Metropolitan Statistical Area (MSA) which consists of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson Counties. Please note: if the board member is a low-income resident but does not live in a low-income neighborhood, CHDO must obtain certification verifying low income status of board member. ***Please see Attachment 9, pgs 26-27.***

OR

3) Elected representative of low-income neighborhood organizations (*Please list the name of the organization*):

Low income board representative is an elected representative of a low-income neighborhood organization (an organization composed primarily of residents of low-income neighborhood.)

Reminder, please attach a copy of your board roster (*Attachment 3*) which indicates the low income board members and state which of the above requirements those board members meet. Please note that residential addresses must be provided. Business addresses will not be accepted for qualification.

- b. At least 3/4 of the certified CHDO board membership must reside in the San Antonio MSA. Identify all board members who reside in the San Antonio MSA and list their addresses with counties. ***Please asterisk members who reside in San Antonio MSA on board roster – see Attachment 3, page 17.***

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- c. CHDO must have a formal process for low-income program beneficiaries to advise the organization in all phases of the development of HOME assisted projects including siting, design, development and management decisions. **This requirement is not met by the board composition and must be specifically described in writing.** Provide evidence of this formal process by:

_____By-laws attached, OR
_____Articles of Incorporation attached

Please reference applicable page numbers in these documents!

If the documents listed above do not provide details on the implementation of this process, please attach those details.

- d. CHDO may only have a maximum of 1/3 of its board consist of representatives of the public sector. A representative of the public sector is one who is an elected official, appointed public official, public employee or an individual who is appointed by a public official. Representatives of the public sector appointed by a public official may not select the other 2/3 members of the board, such that more than 1/3 of the members can be traced back to public officials. **Identify any public sector board members and who they work for or what office they hold on your board roster (Attachment 3).**

- e. A CHDO sponsored or created by a for-profit entity may not have more than 1/3 of its board membership appointed by the for-profit entity and the board members appointed by the for-profit may not, in turn, appoint the remaining 2/3 of the board membership. This stipulation is specifically evidenced by the organizations:

_____By-Laws attached, OR
_____Articles of Incorporation

Please reference applicable page numbers in these documents!

SECTION 4: RELATIONSHIP WITH FOR-PROFIT ENTITIES

- a. Provide evidence that CHDO is not controlled nor receives directions from a for-profit entity or individual seeking profit from the organization. Evidence provided:
_____By-laws attached, OR
_____Articles of Incorporation attached

Please reference applicable page numbers in these documents!

- b. CHDO is free to contract goods or services from vendors of its own choosing is specifically evidenced by the organizations:
_____By-laws attached, OR
_____Articles of Incorporation attached

Please reference applicable page numbers in these documents!

SECTION 5: SERVICE AREA

- a. CHDO does not need to represent a single neighborhood; however the service area and proposed project must be within the city limits of San Antonio. Provide a written description of the identified service area and proposed project. **Attach maps with surrounding streets and boundaries.**

RFQ ATTACHMENT 2

SUMMARY OF QUALIFICATIONS

1. Agency Accomplishments

Please list the affordable housing projects or programs that have been successfully completed by your agency or are currently underway.

2. Staff Accomplishments

Please list all staff members (full and part-time) with their titles, responsibilities and a brief summary of their qualifications below. Please use the chart. **Do not substitute this chart with resumes.**

Note: If you have consultants who perform staff duties, please list them in this chart and note that they are consultants.

Staff Name	Title	Current Responsibilities	Summary of accomplishments related to housing/Years of Experience
<i>Sample: Jane Doe</i>	<i>Executive Director</i>	<i>Oversee all operations of ABC Housing Agency.</i>	<i>10 years in affordable housing; 2 years experience in banking; Certified Real Estate professional</i>
<i>Jim Brown</i>	<i>Program Officer</i>	<i>Responsible for homebuyer counseling and marketing</i>	<i>5 years with ABC Housing Agency; HUD certified housing counselor; B.A. in Marketing</i>

RFQ ATTACHMENT 3

BOARD ROSTER

CHDO: _____

Board Membership List: As of _____
(date)

Board Member Name ¹ Residential Address and County (include vacant positions)	Low-income Representatives (check only one to be documented)			Member is Public Sector ⁵	Public Sector Information (see footnotes below)	
	Member is Low-income ²	Resident of Low-income Neighborhood ³	Elected rep. of Low-income Neighborhood Organization ⁴		Elected/Appointed Official ⁶	Employment information ⁷
1. <i>Sample:</i> * <i>Jane Doe</i> 133 Stone Drive San Antonio Texas 78251 Bexar County	×	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<i>Homemaker</i>
2. * <i>Jim Brown</i> 523 Lake Highlands San Antonio, Texas 78228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	×	<i>Member; City Planning Commission</i>	
3. <i>Paula Cook</i> 922 Springview Drive Cibolo, Texas 78211	<input type="checkbox"/>	×	<input type="checkbox"/>	<input type="checkbox"/>		<i>Daycare worker; Little Tot Daycare</i>
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Test for compliance:

Low-income Representatives

_____ Percent (# of low-income/total board positions) _____ Is this 33% or more? _____

Public Sector Representatives

_____ Percent (# of public officials/total board positions) _____ Is this 33% or less? _____

¹ If by-laws indicate a range of board members is permissible, show the number of positions currently authorized by minuted action of the board, or number of positions de facto being filled

² Attach a completed Self-Certification of Income

³ Attach map showing address and location of board member, boundaries of L-I neighborhood, location of tracts or block groups within neighborhood, and census information on low/moderate income population (must be at least 51% low/moderate)

⁴ Attach map showing the same info as above, and including the address and location of the organization and the service area boundaries

⁵ All employees of the PS, elected and appointed officials, or representatives appointed by an elected or appointed official

⁶ Identify organization and title if representative is an elected/appointed public official or representative of an elected public official

⁷ Identify employment information for all board members to document if representative is public sector or not

RFQ ATTACHMENT 4

DISCRETIONARY CONTRACTS DISCLOSURE FORM

**City of San Antonio
Discretionary Contracts Disclosure**

Discretionary Contracts Disclosure Form is posted as a separate document. Please complete Attachment D and submit with your submittal package.

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

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

1. Download form and complete all fields.
2. Click on the Print button and place the copy in proposal response as indicated in the Proposal Checklist.

RFQ ATTACHMENT 5

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFQ ATTACHMENT 6

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

INDEMNIFICATION REQUIREMENTS

RESPONDENT covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **CITY**, directly or indirectly arising out of, resulting from or related to **RESPONDENT's** activities under this **CONTRACT**, including any acts or omissions of **RESPONDENT**, any agent, officer, director, representative, employee, consultant, contractor or subcontractor of **RESPONDENT**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas law and without waiving any defenses of the parties under Texas law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.** The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **RESPONDENT** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **RESPONDENT** known to **RESPONDENT** related to or arising out of **BORROWER's** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **RESPONDENT's** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **RESPONDENT** of any of its obligations under this paragraph.

It is the **EXPRESS INTENT** of the parties to this **CONTRACT**, that the **INDEMNITY** provided for in this Article (Article XVIII), is an **INDEMNITY** extended by **RESPONDENT** to **INDEMNIFY, PROTECT, and HOLD HARMLESS** the **CITY** from the consequences of the **CITY's OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this Article **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death or damage. **RESPONDENT** further **AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

It is expressly understood and agreed that **RESPONDENT** is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that **CITY** shall in no way be responsible therefor.

RFQ ATTACHMENT 7

Delegate Agency Insurance Requirements



CITY OF SAN ANTONIO

Contractor shall be required to maintain a “good and sufficient” level of insurance while contracting with the City. The following information will serve as a guide to assist Contractors in understanding basic insurance requirements that must be met prior to Contract execution with the City.

INSURANCE REQUIREMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFQ, the selected Contractor shall furnish an original completed Certificate(s) of Insurance to **the Office of Grants Monitoring and Administration** which shall be clearly labeled **Community Housing Development Organizations (CHDOS)** in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to *the Office of Grants Monitoring and Administration* and no officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

Respondent’s financial integrity is of interest to the City, and, therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated with an A.M. Best’s rating of no less than A-(vii), in the following types and for an amount no less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory

2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
<i>Office of Grants Monitoring and Administration</i>
Community Housing Development Organizations (CHDOS)
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

RFQ ATTACHMENT 8

SIGNATURE PAGE

“✓” Check box that indicates business structure of Respondent

- Individual or Proprietorship
- Partnership or Joint Venture
- Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Submittal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Submittal as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller’s Taxpayer Number for the entity is:

11-digit Comptroller’s Taxpayer Number

Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____

By: _____

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

Employer Identification Number

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the indemnification and insurance requirements set out in Attachments 6 and 7.
2. If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s Submittal and during Submittal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of Submittal from consideration.
4. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of Submittal from consideration or termination of contract, once awarded.

RFQ ATTACHMENT 9

INCOME SELF-CERTIFICATION FORM

NAME OF INDIVIDUAL: _____

1. Ethnicity (Check One):

- _____ White American (1) _____ Black American (2)
 _____ Native American (3) _____ Hispanic American (4)
 _____ Asian/Pacific Islander (5)

2. Including yourself, how many persons live in your household? _____
 (Please count all your household members who regularly live with you, including those who are temporarily away from home.)

3. During the past 12 months, was the total gross income of your household higher or lower than the income listed below? [Example: If the total number of persons living in your house is four persons – 2 adults and 2 children, go to the Number in Household line for “4,” and check whether your total household income is Higher or Lower than this amount.] **PLEASE NOTE: ORIGINAL INCOME SELF-CERTIFICATION AND INCOME ELIGIBILITY CERTIFICATION FORM MUST BE SUBMITTED – COPIES WILL NOT BE ACCEPTED**

HUD SECTION 8 INCOME LIMITS

Family Size	Low Income (80% of Median)	Very Low Income (50% of Median)	Extremely Low Income (30% of Median)
1	\$34,100 ___ Higher ___ Lower	\$21,300 ___ Higher ___ Lower	\$12,800 ___ Higher ___ Lower
2	\$38,950 ___ Higher ___ Lower	\$24,350 ___ Higher ___ Lower	\$14,600 ___ Higher ___ Lower
3	\$43,800 ___ Higher ___ Lower	\$27,400 ___ Higher ___ Lower	\$16,450 ___ Higher ___ Lower
4	\$48,650 ___ Higher ___ Lower	\$30,400 ___ Higher ___ Lower	\$18,250 ___ Higher ___ Lower
5	\$52,550 ___ Higher ___ Lower	\$32,850 ___ Higher ___ Lower	\$19,750 ___ Higher ___ Lower
6	\$56,450 ___ Higher ___ Lower	\$35,300 ___ Higher ___ Lower	\$21,200 ___ Higher ___ Lower
7	\$60,350 ___ Higher ___ Lower	\$37,700 ___ Higher ___ Lower	\$22,650 ___ Higher ___ Lower
8	\$64,250 ___ Higher ___ Lower	\$40,150 ___ Higher ___ Lower	\$24,100 ___ Higher ___ Lower

INCOME ELIGIBILITY CERTIFICATION

STATE OF TEXAS *

*

COUNTY OF BEXAR *

I, _____, do hereby certify that I have read and completed the attached income form, indicating the total number of persons in my household, and the total gross annual income received during the past 12 months, required to determine eligibility to participate in this project on the basis of low/moderate income designation.

This certification is being made with the full knowledge and understanding that this statement and all applicable documents deemed necessary to substantiate my eligibility is subject to full disclosure and verification by authorized City of San Antonio and U. S. Department of Housing and Urban Development (HUD) officials.

Signature

Date

Witness _____
Signature

Printed Name

Date

RFQ ATTACHMENT 10
SUBMITTAL CHECKLIST

This checklist is to help the Respondent ensure that all required documents have been included in its Submittal.

Document Required	Check or Initial Indicate Document is Attached to Submittal
Respondent Qualification General Questionnaire (Attachment 1)	
Summary of Qualifications (Attachment 2)	
Board Roster (Attachment 3)	
*Discretionary Contracts Disclosure (Attachment 4)	
Litigation Disclosure Form (Attachment 5)	
Annual Financial Statement	
*Signature Page (Attachment 8)	
*Self-Certification/Income Eligibility Form (Attachment 9) – ORIGINAL COPIES ONLY	
Submittal Checklist (Attachment 10)	
One (1) Original, Two (2) Copies, and one (1) CD of entire Submittal in PDF format	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of Submittal.**