



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

Request for Qualifications

For

Development Partner for Wheatley Courts

For

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

RFQ #: 1201-909-57-3734

Prepared by:

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

President and CEO.....Lourdes Castro Ramirez

January 2012

Request for Qualifications For Development Partner for Wheatley Courts

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites proposals from qualified and experienced developers to implement a comprehensive redevelopment project at SAHA’s Wheatley Courts site. The successful respondent must demonstrate the ability and experience to implement a comprehensive mixed-finance and mixed-income development plan that includes both multi-family rental and homeownership units.

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 contractors 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.

This Request for Qualifications (RFQ) contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective proposers desiring any explanation or interpretation of the solicitation must request it at least seven (7) calendar days before the RFQ submittal deadline. The request must be addressed to Carl Bottoms, Procurement Supervisor, at the address stated below. Any information given to a prospective proposer about this solicitation will be furnished to all other prospective proposers as a written amendment to the solicitation.

Late submissions will not be accepted. Submissions will be held in confidence until the opening. Submissions will be evaluated on the criteria stated in the RFQ. After evaluation of the responses, the Contract will be awarded to the proposer/s representing the “Best Value” to SAHA after preferences for Section 3 business concerns are considered. The resulting Contract may be funded through Section 3 covered assistance and as such will be subject to Section 3, 24 CFR Part 135.

SAHA and its affiliated entities reserve the right to reject any and all submissions.

The Requests for Qualifications can be obtained by calling 210-477-6059 or online at <http://www.saha.org> or <http://nahro.economicengine.com>.

Contact Person: Carl Bottoms
Procurement Supervisor
(210) 477-6165

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

HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS

By: _____
Lourdes Castro Ramirez
President and CEO

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RFQ INFORMATION AT A GLANCE

SAHA CONTACT PERSON	Carl Bottoms, Procurement Supervisor 818 S. Flores San Antonio, TX 78204-1400 e-mail: carlton_bottoms@saha.org Phone: 210-477-6165 Fax: 210-477-6167
HOW TO OBTAIN THE RFQ DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none">1. Access www.saha.org2. Drag your pointer over "Business with SAHA" and click on "Current Bids".3. Follow the listed directions or4. Access http://nahro.economicengine.com.
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSAL	Submit 1 original and 3 exact copies of your proposal to the SAHA Procurement Dept. following the format as described under Item 5, Proposal Format.
DATE ISSUED	January 27, 2012
PRE-SUBMITTAL MEETING	February 7, 2012 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
PROPOSAL SUBMITAL RETURN & DEADLINE	February 13, 2012 at 11:00 A.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	April 2012

INTRODUCTION

The 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 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 developers 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.

REQUEST FOR QUALIFICATIONS

1.0 GENERAL INFORMATION

- 1.1 Statement of Purpose:** The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites proposals from qualified and experienced developers to implement a comprehensive mixed-finance and mixed-income development plan that includes both multi-family rental and homeownership units at Wheatley Courts.
- 1.2** Prospective proposers acknowledge by downloading and receiving the RFQ documents and/or by submitting a proposal that the submission of a proposal to SAHA is not a right by which to be awarded a contract, but merely is an offer by the prospective proposer to perform the requirements of the RFQ documents in the event SAHA decides to consider to award a contract to that proposer.
- 1.3 Non-Mandatory Pre-Proposal Conference:** The pre-proposal conference will be held at the SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204. The purpose of this conference is to assist prospective proposers in the full understanding of the RFQ documents so proposers are confident in submitting an appropriate proposal; therefore, at this conference, SAHA will conduct an overview of the RFQ documents, including attachments. Because the purpose of this conference is to review the RFQ documents, attendees should bring a copy of the RFQ documents to this conference. **SAHA will not distribute at this conference any copies of the RFQ documents.** Questions concerning the contents of the project and procedural aspects of the RFQ may be answered at this time; however, technical questions are required to be delivered in writing prior to a response. Any questions not answered during the conference will be responded to in writing and an addendum posted on SAHA’s website: www.saha.org and www.nahroeconomicengine.com. All prospective proposers are encouraged to attend; however any questions or requests for additional information must be submitted in writing seven (7) days prior to the proposal submission deadline.
- 1.5 Proposer’s Responsibilities-Contact with SAHA:** It is the responsibility of the proposer to address all communication and correspondences pertaining to this RFQ process to the CA only. Proposers must not make inquiry or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for SAHA to not consider a proposal submittal received from any proposer who has not followed this directive. During the RFQ solicitation process, the SAHA CA will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.
- 1.6 Type of Contract resulting from RFQ: A Master Development Agreement.**

2.0 SAHA'S RESERVATION OF RIGHTS

- 2.1** SAHA reserves the right to reject any or all proposals, to waive any informality, or to terminate the RFQ process at any time, if deemed by SAHA to be in its best interests.
- 2.2** SAHA reserves the right not to award a contract pursuant to this RFQ.
- 2.3** SAHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 14 days written notice to the successful proposer(s).
- 2.4** SAHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 2.5** SAHA reserves the right to 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 the CA.
- 2.6** SAHA reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of SAHA's CA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- 2.7** SAHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services, proposals deemed non-responsive, proposers deemed not responsible and conditional proposals (ex. "All or None").
- 2.8** SAHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 2.9** SAHA reserves the right to at any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform SAHA's CA 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 proposer, of any responsibility pertaining to such issue.
- 2.10** SAHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SAHA's website www.saha.org and www.nahroeconomicengine.com. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective proposers.

- 2.11** In the case of rejection of all proposals, SAHA reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of SAHA, the best interest of SAHA will be promoted.
- 2.12** SAHA reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 2.13** SAHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to SAHA, if:
 - 2.13.1** Funding is not available,
 - 2.13.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 2.13.3** SAHA's requirements in good faith change after award of the contract.
- 2.14** SAHA reserves the right to make an award to more than one proposer based on ratings and to award with or without interviews, negotiations or a "Best and Final Offer" (BAFO).
- 2.15** SAHA reserves the right to establish a competitive range for proposals based on the initial scores and to require presentations by the proposers within the competitive range.
- 2.16** SAHA reserves the right to require additional information from any proposer to assist in its evaluation. The information shall be submitted in the form required by SAHA within two (2) days of written request or proposal shall be non-responsive.
- 2.17** SAHA reserves the right to amend the contract any time prior to contract execution.
- 2.18** SAHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFQ and any resulting contract.
- 2.19** SAHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- 2.20** In the event any resulting contract is breached, prematurely terminated or cancelled due to non-performance, breach, and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between existing Contracted rate and new Contract rate) beginning the date of Contractor's termination, breach and/or cancellation through the contract expiration date.

- 2.21** SAHA reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable, performing work under any contract resulting from this RFQ. Replacement shall occur within 2 days of notification by SAHA.
- 2.22** SAHA must maintain appropriate records (payrolls, work orders, job descriptions, training program materials and apprentice/trainee registrations and any other data related to the employment and utilization of maintenance laborers and mechanics) which must be preserved for no less than three years or until resolution of any dispute. Employers under contract to SAHA to provide maintenance work must submit to SAHA their original employment records as described above or agree to retain the original employment records for three years or until resolution of any dispute subject to this solicitation.

3.0 GENERAL CONDITIONS:

- 3.1 Specifications are attachment A.**
- 3.2 REGULATORY:** Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses, permits and inspections required to provide the services under this RFQ. **Any costs associated with the licenses, permits and inspections, including re-inspections, are to be paid by the Contractor and included in his proposed fees.**
- 3.3 LICENSING & CERTIFICATION:**
Contractor shall be licensed and/or certified, if required, by the jurisdiction in which the services are to be performed and the license/certification shall be current and in good standing.
- 3.4 Contactor will be required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this proposal to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this RFP, a 10% goal for subcontracting with Section 3 Businesses for construction contracts and a 3% goal for subcontracting with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.
- 3.5 Responsibility for Subcontractors:** All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. At all times the Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.

3.6 Liquidated Damages: Unless otherwise specified herein for each day that performance under a resulting contract from this RFQ is delayed beyond the time specified for completion, the successful proposer shall be liable for liquidated damages in the amount of \$25.00 per day. However, the timeframe for performance may be adjusted at SAHA's discretion in writing and received by the successful proposer prior to default under any resulting contract

4.0 CONDITIONS TO PROPOSE:

4.1 Pre-Qualification of Proposers: Prospective proposers will not be required to pre-qualify in order to submit a proposal except as specified below. All proposers shall submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form in Attachment C). Failure by any prospective proposer to provide requested information may, at SAHA's discretion, eliminate that proposer from consideration.

4.2 RFQ Forms, Documents, Specifications and Drawings:

4.2.1 Prior to submitting a proposal in response to the RFQ, it shall be each prospective proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFQ.

4.2.2 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. It is the responsibility of the proposer to field verify all existing conditions and potential impediments.

4.2.3 "Or Equal" references to catalogs, manufacturer's references, brand names, model numbers etc. are intended to indicate type, quality, and performance desired only unless specifically specified otherwise. proposals on brands of like nature, quality and performance will be considered. If proposing other than the referenced item(s), the proposal submittal shall show the manufacturer, brand or trade name, model, description, illustration, and specifications of the product offered and must include the supporting data in the proposal submittal. Failure to identify the proposed alternate products or provide supporting data shall require Contractor to furnish the brand names, numbers, models, etc. specified.

4.3 Submissions and Receipt by SAHA:

4.3.1 Time for Receiving Proposals: Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered.

4.3.1.1 Proposers 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 proposals not submitted in a timely manner that are inadvertently opened shall be ruled 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/or identified.

- 4.3.1.2** One (1) original signature copy (marked "ORIGINAL") with a cover and extending tabs, and three (3) exact copies (marked "COPY"), without any cost information. The proposal submittal, shall be placed unfolded in a sealed package with the proposer's name and return address and addressed as follows:

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

- 4.3.2 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within the attached HUD Form(s) and as specified below. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened. SAHA shall not be responsible for any cost associated with the withdrawal including but not limited to postage and/or shipping.

- 4.3.2.1 Procedure to withdraw pre-closing:** A request for withdrawal of a proposal prior to the specified date and time of the closing shall be submitted in writing and signed by an authorized agent of the company with complete contact information and directing how to return or dispose of the withdrawn proposal.

- 4.3.2.2 Procedure to withdraw post-closing:** A request for withdrawal of a proposal due to a purported error need not be considered by SAHA unless filed in writing by the proposer within 48 hours after the proposal deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by SAHA, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SAHA retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

4.4.1 A prospective proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the SAHA Contact Person named herein, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. SAHA reserves the right to agree with the prospective proposer and issue an addendum to the applicable RFQ requirements, or may reject the prospective proposer's request.

4.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFQ documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). Any verbal communications or instructions provided by **any SAHA** staff shall only become official and binding when issued as an addendum or as a written answer issued by addendum pursuant to receipt of a written question by the SAHA Procurement Department.

4.4.3 Interpretations: No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFQ.

5.0 FORM OF PROPOSAL: The proposal shall be submitted in the following manner. 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, at the discretion of the SAHA CA, eliminate that proposer from consideration for award.

5.1 Required Forms: All forms attached to this RFQ document issued shall be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

5.2 Response Requirements - Proposals shall be limited to no more than fifteen (15) pages of narrative, double-spaced, excluding exhibits, resumes and any other promotional materials or work products that may demonstrate the experience of the proposers(s). These materials or work products must be included in Tab 4.

- 5.2.1 Tab 1, Form of Proposal:** This Form is attached hereto as Attachment E to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal.
- 5.2.2 Tab 2, Form HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as Attachment B to this RFQ document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
- 5.2.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This two-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
- 5.2.4 Tab 4, Submission Requirements** - Listed below are the sections that must be included in this tab. Each section must be clearly labeled using the bold-faced titles listed below.

5.2.4.1 Letter of Interest

The cover letter must list the development team members and identify the primary contact person. Please include phone number, facsimile number and e-mail address. The letter must be signed by an authorized principal of the Development Partner's firm and include a statement that the proposal will remain valid for not less than 180 days from the date of the Board of Commissioners' approval of the Development Partner.

5.2.4.2 Team Description

Provide general information on the Development Partner and the development team, including the following:

- a. Contact person, title, telephone/facsimile numbers and e-mail address;
- b. Name of Development Partner, main address, telephone/facsimile numbers and e-mail address;
- c. Address, phone and facsimile numbers of office from which services will be provided, if different from above;
- d. Description of the firm size, number of employees, and a description of type, location, scheduled completion and dollar value of the projects in the pipeline;
- e. Proposed role of Development Partner within development team;

f. Identify the individual who will serve as project manager for the development team and who will direct and coordinate the development 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;

g. Provide an organization chart of the development team. All entities that comprise the team must be identified including consultants, contractors, and attorneys, indicating their specialization(s), and specific contribution to the team. Please provide a description of the development team's prior experience working together. In addition, provide examples of the team's prior experience with projects of similar scope and size, as well as experience in the Texas region (if any) and in San Antonio in particular;

h. Provide a narrative description of the team's previous experience in integrating community and supportive services and Section 3 goals into the overall development and maintenance of similar projects;

i. Indicate whether the Development Partner or any team member has ever been terminated from a contract, and if so, describe the circumstances and outcome; and

j. Indicate whether the Development Partner or any team member has ever been sued by a Housing Authority or affordable housing agency; if so describe the circumstances and outcomes.

5.2.4.3 Profile of the Development Partner

Provide an overview of the Development Partner's experience in the planning, construction and management of projects similar to what is proposed. Include the following information for the last five (5) years. Projects must be listed in chronological order:

a. 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, 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.

b. Indicate the projects which employed **alternative construction techniques**, such as deconstruction, prefabricated buildings, etc. Indicate projects employing **sustainable development techniques**.

c. 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.

d. 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.

e. Provide profiles of **key staff**, including the Project Manager, who will 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.

f. **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.

g. Provide a statement indicating how the Development Partner will honor all financial guarantees, should the need arise.

5.2.4.4 Profiles of Development Team Members

a. For team members not directly employed by the Development Partner, provide a narrative overview of their experience in contributing to affordable housing development and redevelopment in the role anticipated in your response to the RFQ; and

5.2.4.5 Technical Response to Proposed Revitalization Plan

SAHA is requesting that Respondents provide preliminary examples of similar sites; for how they would approach the redevelopment of Wheatley Courts site and any other parcels in the surrounding community. More detail may be requested by SAHA for those Respondents who reach the competitive range. The Development Partner must, at a minimum, discuss the following five components of a Redevelopment Plan for the site.

5.2.4.5.1 Site Design Concepts

The response must include the Development Partner's **initial proposed concepts**. The narrative must provide the Development Team's initial reaction to the site, SAHA's stated objectives, and the City's Arena District/**East Side Plan** for the area. The narrative should address how the Development Team 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.

5.2.4.5.2 Financing Strategy

Respondents must submit 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.

5.2.4.5.3 Development Schedule

The Development Partner 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. The narrative should explain how the Development Partner's experience, insight, and motivation to improve New Orleans can reasonably expedite the redevelopment for soonest possible completion.

5.2.4.5.4 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.

5.2.4.6 Community Participation

Describe how the team will involve the Wheatley Courts Development residents in the planning and implementation of the redevelopment 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.

- 5.2.5 Tab 5, Client Information: In addition to the bank references, five references must be submitted for the Development Partner.** References that are relevant to the scope of work as anticipated in this RFQ including one from a public sector entity and four from among the following entities are required:

Construction and permanent lenders
LIHTC limited partner investor
General contractor on a comparable development
A community group or public housing resident group that worked with the Development Partner on a specific project

NOTE: In providing references please provide name, title, organization name, phone and facsimile numbers, and e-mail addresses. Please

reference the name of the project with which the reference is familiar. Insure that all names and phone numbers are current.

- 5.2.6 Tab 6, Joint Venture/Partnerships:** The bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS"
- 5.2.7 Tab 7, Subcontractors:** Bidders must also provide SAHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon SAHA's prior written approval, and Bidder remains responsible to SAHA for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this IFB".
- 5.2.8 Tab 8, Section 3 Preference:** Any Proposer claiming a Section 3 Business Preference shall under this tab include the fully completed and executed Section 3 Business Preference Certification Forms and any documentation. Supporting documentation required to verify household income includes but is not limited to completed and signed Applicant Certification forms by each Section 3 employee for which Proposer is seeking the preference. The Proposer shall verify the total number of full-time employees and names of the low-income residents under this tab. **Note: If you qualify as a Section 3 Business Concern, your Proposal will receive a preference over other Proposals or proposals.**
- 5.2.9 Tab 9, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Proposer is required to include hereunder a plan identifying the Proposer's good faith efforts to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises. All subcontracting opportunities shall be outlined herein and subcontractors listed. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**

5.2.10 Tab 10, Section 3 Good Faith Effort Compliance Plan: Proposers 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 subcontracting goal as stated in the Good Faith Effort Compliance Plan is thirty percent of new hires for Section 3 persons per contract, ten percent for Section 3 Businesses for construction contracts and three percent 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.**

5.2.11 Tab 11, Other Information: The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist SAHA in its evaluation. Copies of any licenses held or required shall be included in this tab. If no pertinent information is to be placed under this tab, please place hereunder a statement that “NO INFORMATION IS BEING PLACED HEREUNDER.”

5.3 Proposal Submittal Binding Method: The proposer must bind the original proposal submittal in such a manner 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.

6.0 PROPOSAL EVALUATION:

6.1 Proposal Opening Results: It is understood by all proposers/prospective proposers that the proposals are publicly opened and the results will be a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, SAHA shall notify the successful proposer.

6.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

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

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

6.2.2 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 RFQ to determine the proposer'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.

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

6.2.4 Evaluation Criteria: Evaluation Criteria: The evaluation panel will use the following rating criteria to evaluate each of the required elements specified in the proposal. Then each element will be scored based on the weight assigned to that element and then all element scores will be added to arrive at the sum total score:

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

No.	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	25%	<p>Experience and Capacity of Development Team to Develop and Manage Property</p> <p>The degree to which the Development Partner and Team demonstrates:</p> <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. • The experienced ability of 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. • The team members' (other than the Development Partner) 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.
2	0-5	25%	<p>Management Plan and Technical Response</p> <ul style="list-style-type: none"> • The sustainability experience, establishing partnerships with business/city agencies and for transportation alternatives for total neighborhood revitalization. • The degree to which the Development Partner demonstrates successful experience with ownership and property management of mixed-income, mixed-finance mixed-use rental developments of similar size, either directly or through supervision of property management
3	0-5	25%	<p>Effective Financing of Public Resources</p> <ul style="list-style-type: none"> • Restraint in its fees and creative in its leverage of 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. • 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. • Understands the critical issues of the project and can demonstrate a feasible financing and development plan including reasonable developer contributions and fees
4	0-5	10%	<p>Construction Oversight and Management</p> <p>The degree to which the proposed team's experience demonstrates an appreciation of the potential problems associated with the project's construction and a coherent and creative approach to solving them leading to the timely completion of development.</p>
5	0-5	10%	Strength of the Section 3 Good Faith Effort Plan
6	0-5	5%	Strength of the S/W/MBE Plan
		100%	Total Points for Criteria

1			Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a		5	Priority I: As detailed in Attachment D
b		4	Priority II: As detailed in Attachment D
c		3	Priority III: As detailed in Attachment D
d		2	Priority IV: As detailed in Attachment D

6.2.5 Competitive Range: Presentations for proposers within the competitive range may be required and shall be a factor in the award.

6.3 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:

6.3.1 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.

6.3.2 If all requested completed attachments do not accompany the proposal submittal.

6.3.3 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 proposer submitting the same a competitive advantage over other proposers.

6.3.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.3.5 If the individual cost proposal items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SAHA's cost estimate for that item.

6.4 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective proposer and the rejection of his/her proposal:

6.4.1 Evidence of collusion among prospective proposers.

6.4.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).

6.5.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

- 6.5.4** 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.
 - 6.5.5** Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
 - 6.5.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
 - 6.5.7** Failure to comply with any qualification requirements of SAHA.
 - 6.5.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SAHA) who will be employed by the successful proposer(s) to complete the work of the proposed contract.
 - 6.5.9** As required by the RFQ documents, failure of the successful proposer 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.
 - 6.5.10** Any reason to be determined in good faith, to be in the best interests of SAHA.
- 6.6 Award of Proposal(s):** The award shall be to the top-rated responsive and responsible proposer(s) determined by the evaluation process, presentations (if requested), negotiations, Best & Final Offers (BAFO), SAHA's business needs and, Proposer's ability to deliver within budget the specified items in a timely manner. Proposers shall be recommended for award if in SAHA's opinion, it is in the best interest to accept the proposal after preferences for Section 3 business concerns are considered.

Remainder of this page left blank intentionally

7.0 INSURANCE: If a proposer receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be 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 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 one person. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$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

8.0 Right to Protest:

8.1 Rights: Any prospective or actual proposer, offeror, or contractor 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.

8.1.1 Definition: An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.

8.1.2 Eligibility: To be eligible to file a protest with SAHA pertaining to an RFQ or contract, the alleged aggrieved protestant must have been involved in the RFQ process in some manner as a prospective proposer (i.e. recipient of the RFQ documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.

8.1.3 Procedure: Any actual or prospective contractor 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 Contractor 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 example below:

APPEAL OF RFQ NO. (insert exact number of RFQ here)

San Antonio Housing Authority
Attn: Stacy Padgett, Director of Procurement
818 South Flores Street
San Antonio, TX 78204

9.0 Disputes under the contract:

9.1 Procedures: In addition to the procedures in the attached HUD documents, in the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFQ or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

10.0 Additional Considerations:

10.1 Required Permits and Licenses: Unless otherwise stated in the RFQ documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFQ, whether or not they are known to either the SAHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and all offers submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits or licenses.

- 10.2 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.
- 10.3 Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer 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 successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 10.4 Delivery:** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFQ documents or within the Agreement. All costs in the proposal submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this RFQ.
- 10.4.1** The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that SAHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.
- 10.5 Work on SAHA Property:** If the successful proposer's work under the contract involves operations on SAHA premises, the successful proposer 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.
- 10.6 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SAHA does not guarantee any minimum purchase quantity.
- 10.7 Warranty:** All items installed/provided under any contract resulting from this RFQ must include a minimum of a two (2) year warranty including labor and installation plus a minimum of a two (2) year Warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by SAHA.

- 10.7.1** The services provided under the contract shall conform to all information contained within the RFQ documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 10.7.3 Assignment of Warranty:** Contractor shall assign any warranties and guarantees to SAHA and provide the Contractor's Warranty for Labor and Installation to SAHA along with all Manufacturers' Warranty documents.
- 10.8 Official, Agent and Employees of the SAHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the 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.
- 10.9 Subcontractors:** Unless otherwise stated within the RFQ documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFQ documents or the contract without the prior written permission of the SAHA CA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement.
- 10.10 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFQ documents, the successful proposer 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 successful proposer 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 this agreement.
- 10.11 Independent Contractor:** Unless otherwise stated within the RFQ documents or the contract, the successful proposer is an independent contractor. 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.
- 10.12 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.

10.13 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.

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

10.15 Limitation of Liability: In no event shall SAHA be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

Indemnity: The Contractor 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 Contractor, 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, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SAHA.**

Contractor 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 Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

10.17 Public/Contracting Statutes. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFQ and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement.

10.18 Termination: Any contract resulting from this RFQ may be terminated under the following conditions:

10.18.1 By mutual consent of both parties, and

10.18.2 Termination For Cause: As detailed within the attached HUD Forms.

10.18.2.1 SAHA may terminate any and all contracts for default at any time in whole or in part, if the contractor 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 RFQ 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.

10.18.2.1.1 Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this RFQ, unless expressly directed otherwise by SAHA in the notice of termination.

10.18.2.1.2 SAHA may terminate any contract resulting from this RFQ in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

10.18.3 Termination for Convenience: In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this RFQ in whole or part upon fourteen days prior notice to the Contractor when it is determined to be in the best interest of SAHA.

10.18.4 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.

10.19.5 In the event the resulting contract from this RFQ 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 Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

10.19 Examination and Retention of Contractor'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 RFQ, 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 audits, examinations, excerpts and transcriptions.

10.20 Invoicing (If applicable):

- 10.20.1** Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal or best and final offer as accepted by SAHA.
- 10.20.2** 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.
- 10.20.3** Contractor(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA.
- 10.20.4** 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 contractors which are qualified small businesses in accordance with HUD documents.
- 10.20.5** Upon the Award of Contract, Contractor shall receive a request from SAHA to process all payments electronically to insure prompt and efficient payment of all invoices.
- 10.20.6** If offered by Contractor, SAHA seeks a discount for early payment. SAHA shall only take such a discount if earned.
- 10.20.7** Unless utilizing a progress payment schedule invoices shall be sent to the following address:

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

email invoices to: Accounts_Payable@saha.org

10.21 Inter-local Participation

- 10.21.1** SAHA may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance SAHA's purchasing power. At SAHA's sole discretion and option, SAHA may inform other Entities that they may

acquire items listed in this RFQ. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

10.21.2 In no event shall SAHA be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, SAHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

10.21.3 Purchase orders shall be submitted to Contractor by the individual Entity.

10.21.4 SAHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SAHA.

10.22 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 Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.23 Lobbying Certification: By proposing to do business with SAHA or by doing business with SAHA, each proposer certifies the following:

10.23.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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 any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

10.23.2 If any funds other than Federally appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

10.23.3 The successful proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

10.23.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

10.24 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

10.24.1 Executive Order 11246

10.24.2 Executive Order 11061

10.24.3 Copeland "Anti-Kickback" Act (18 USC 874)

10.24.4 Davis Bacon Act (40 USC 276a-276a-7)

10.24.5 Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)

10.24.6 Contract Work Hours & Safety Standards Act (40 USC 327-330)

10.24.7 Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)

10.24.8 Civil Rights Act of 1964, Title VI (PL 88-352)

10.24.9 Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)

10.24.10 Age Discrimination Act of 1975

10.24.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)

10.24.12 HUD Information Bulletin 909-23

10.24.13 Immigration Reform & Control Act of 1986

10.24.14 Fair Labor Standards Act (29 USC 201, et. Seq.)

10.25 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFQ or any contract, shall be deemed to have been inserted herein, and this RFQ 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.

- 10.26 Conflicting Conditions:** In the event there is a conflict between the documents comprising this RFQ and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFQ; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.
- 10.27 Contract Form:** SAHA will not execute a contract on the successful proposer's form. Contracts will only be executed on SAHA's form. By submitting a proposal, the successful proposer agrees to this condition. However, SAHA will consider any contract clauses that the proposer wishes to include therein, but the failure of SAHA to include such clauses does not give the successful proposer the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective proposer to notify SAHA, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. SAHA will consider such clauses and determine whether or not to amend the Contract.
- 10.28 Force Majeure:** Neither SAHA nor Contractor 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 Contractor's reasonable control. Contractor 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.
- 10.29 Most Favored Customer:** The Contractor agrees that if during the term of any resulting contract, the Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at SAHA's option, be amended to accord equivalent advantage to SAHA.
- 10.30 Lapse in Insurance Coverage:** In the event Contractor fails to maintain insurance as required by a resulting contract, the Contractor shall immediately cure such lapse in insurance coverage at the Contractor's expense, and pay SAHA in full for all costs and expenses incurred by SAHA under this Contract as a result of Contractor's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to SAHA's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractors. Moreover, SAHA shall retain from monies or payments owed to Contractor by SAHA five percent (5%) of the value of the Contract and place this retainage into an account to cover SAHA's potential exposure to liability during the period of such lapse. This retainage shall be held by SAHA until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no

claims are received or lawsuits filed against SAHA for any matter that should have been covered by the required insurance.

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ATTACHMENT A SPECIFICATIONS

HOUSING AUTHORITY OF SAN ANTONIO, TEXAS REQUEST FOR QUALIFICATIONS FOR DEVELOPMENT PARTNER FOR THE WHEATLEY COURTS

PART I GENERAL BACKGROUND INFORMATION

Introduction/Background Information

The Housing Authority of San Antonio, Texas (SAHA) is requesting qualification statements from experienced developers (Development Partners) that can prove through submittal of a response to this Request for Qualifications that their firm possesses the necessary qualifications to implement a comprehensive redevelopment project at SAHA's Wheatley Courts site. The successful respondent must demonstrate the ability and experience to implement a comprehensive mixed-finance and mixed-income development plan that includes both multi-family rental and homeownership units and provide opportunities for former San Antonio residents to return to the site. The developer is required to be creative in its approach to the development plan and should consider both multi-family rentals, homeownership units for a broad range of income (subject to market conditions) as well as retail and non-residential opportunities.

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

Wheatley Courts

The Wheatley Courts, on the east side of the city of San Antonio, Texas, was constructed in two phases, beginning in 1941 and has a total of 248 units. Tx6-04 area has 232 units on approximately 11.3 acres; and Tx6-16 has 16 units on 1 $\frac{3}{4}$ acres. The Wheatley Courts Development is located near the Joe Freeman Coliseum and AT&T Center in San Antonio, Texas, bounded by Gabriel, Hays, North Gevers, and Hudson Streets.

The San Antonio Housing Authority (SAHA), neighborhood residents and community stakeholders seek to develop a collaborative Transformation Plan (TP) for the Wheatley Courts neighborhood of San Antonio's Eastside. The TP will contain strategies for implementing the public housing revitalization component of this community's larger Eastside reinvestment plan. It also will be aligned with the Promise Neighborhood (PN) and Choice Neighborhood planning grant awarded to the same partners for the same neighborhood and focused on educational improvements as stimuli for community revitalization and redevelopment. The vision for these blended initiatives is to create a community of "Choice" where residents choose to **Stay, Grow, Graduate, Stay**. A community enriched with quality housing, education, entertainment, employment, health and growth opportunities. One whose assets are "owned" and "managed" by its residents long after the revitalization effort is completed.

The Wheatley Courts property was once among SAHA's most distressed communities. Prior to SAHA's most recent revitalization effort at the Wheatley Courts, the development was fraught with problems typical of the nation's most distressed public housing. The buildings' basic systems had reached the end of their useful life and were at the point of failure. The units are

too small and do not provide a reasonable standard of decent living, and the barracks-style development is in a neighborhood burdened with illicit activities and a negative stigma that set it apart from the surrounding community.

In January 2012, the Authority selected an architectural firm to develop a master (TP) plan for the revitalization of the Wheatley Courts.

Method of Solicitation

SAHA is soliciting qualification statements from qualified firms with a documented track record of providing the required services. SAHA is requiring that each applicant submit their qualifications for developing a mixed-income, mixed-use property that will revitalize an Eastside Neighborhood in San Antonio. In addition, the respondent shall demonstrate their capacity and readiness to perform the required Scope of Services expeditiously. Finally, the proposal shall include evidence of the team being proposed by the respondent and their previous experience and qualifications relative to the provision of such services.

The selected Development Partner will be participating in the coordination of the final master plan for the TP of the Wheatley Courts site in consultation with, and subject to the approval of SAHA, agency partners and residents of the neighborhood. The selected Development Partner could also be coordinating the implementation of the redevelopment, as outlined in the approved Master Plan, and in accordance with the schedule as approved by SAHA.

Part II Scope of Services

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. Initially, the Development Partner will be tasked with developing and submitting a Choice Neighborhood Implementation (CNI) grant, coordinating the Master Plan, and assist SAHA in evaluating the various developer partner approaches and recommending the plan that best meets the needs and interest of the parties. If the CNI grant is successful, 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.

Program Requirements

Respondents to this RFQ are strongly encouraged to examine the proposed Program parameters outlined below and to reply with qualifications that demonstrate experience in responding to the market and the environment, and 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 of the Choice Neighborhood 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. Undertake the potential demolition of the existing units of public housing.
- B. Create new residential multi-family rental and homeownership 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 homeownership 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 to a neighborhood of CHOICE.
- D. Design the community respectful of the San Antonio, Texas ***"Arena District/East Side Neighborhood Rebuilding Plan"*** and in conformance with HUD's sustainability six livability principles.
- E. Create an environmental 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. Develop a housing plan that provides sufficient affordable rental housing opportunities for the return of at ***least 60%*** of the public housing residents that occupy the Wheatley Courts site.
- K. Promote Section 3 and SWM/DBE goals and objectives in constructing, developing and operating the Project.

Role of SAHA

SAHA will play 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.
- **Relocation** -SAHA will undertake relocation of all residents from the site and will be responsible for relocating those former residents who are eligible for returning back to the redeveloped site.
- **Disposition** -SAHA will assume primary responsibility for the disposition application for the existing public housing units, unless otherwise directed by the developer.
- **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.

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 TP Master Plan is approved, financed, and implemented. The final TP Master Plan must create the blueprint for a successful, stable, diverse, safe, attractive and sustainable mixed-income community. In general, the goal of the TP 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.

General:

- **Oversee and Implement Redevelopment Efforts** -Provide the necessary staffing, expertise, supervision and guarantees to implement all aspects of the redevelopment 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 TP 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.
- **Providing Community and Supportive Services** -The Development Partner will be responsible for the design and provision of Community and Supportive Services for public housing residents. SAHA will look to the Development Partner to identify funding sources that will contribute to the success of the Community and Supportive Services, and will leverage the other funds slated for this use. The Development Partner will also be tasked with the construction of any community facilities that are included in the development program.
- **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.

Pre-Development:

- ***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 vs. homeownership units, subsidized 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) and housing prices 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 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.
- Develop-a Homeownership Plan (if part of the Development Program) -In cooperation with SAHA and per HUD requirements prepare a detailed plan for any subsidized and nonsubsidized homeownership opportunities proposed for public and non-public housing residents.
- 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.

Financing:

- 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. **If the CNI grant is successfully awarded the following steps will be pursued in the implementation grant.**
- 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 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 Agreement, structure such reserves and other “devises” 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.

Construction:

- Hire Qualified General Contractors and Oversee Construction Activities -As to be provided for in the 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 Agreement, the Development Partner shall initiate and complete site work and infrastructure construction in collaboration with SAHA.
- Implement Development Program -In accordance with the Agreement and the final Master Plan approved by HUD, the Development Partner will develop all improvements associated with the development program, including multi-family and single-family units, community facilities and any commercial space.

Ownership and Asset Management:

- 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 HANG or completing a HANG 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.
- Market and Sell the Homeownership Units The Development Partner shall develop and implement a Homeownership Plan including a marketing and sales plan and abide by sales structure and programming in accordance with applicable local, state and HUD regulations.

**ATTACHMENT B
HUD FORM 5369B
HUD FORM 5370-C1
CONFLICT OF INTEREST QUESTIONNAIRE**

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. 12/31/2011)

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 \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

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

- (d) 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. Disput es

- (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. Inspectio n 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ATTACHMENT C PROFILE OF FIRM FORM

PROFILE OF FIRM FORM (Page 1 of 2)

(This Form must be fully completed and placed under Tab No. 3 submittal.)

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

(2) Name of Firm: _____ Telephone: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Identify Principals/Partners in Firm (Provide resumes for each under Tab No. 3)

NAME	TITLE	% OF OWNERSHIP

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

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

(6) Proposer'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): _____%

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: _____

SWMBE Certification Number: _____

Certification Agency: _____

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

PROFILE OF FIRM FORM (Page 2 of 2)

(This Form must be fully completed and placed under Tab No. 3 of the submittal.)

- (8) Federal Tax ID Number: _____
- (9) City of San Antonio Business License No.: _____
- (10) State of Texas License Type and No.: _____
- (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) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said Offerer has not colluded, conspired, connived or agreed, directly or indirectly, with any Offerer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other Offerer, to fix overhead, profit or cost element of said proposal price, or that of any other Offerer or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said proposal are true. **Initials** _____
- (17) 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** _____
- (18) 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. **Initials** _____

Signature

Date

Printed Name

Company

ATTACHMENT D
SECTION 3 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 GOOD FAITH EFFORT COMPLIANCE PLAN

INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Good Faith Effort Compliance Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance or present a detailed good faith effort towards compliance.

Questions regarding completion of the *Section 3 Good Faith Effort Compliance Plan* document should be directed to: Stacy Padgett, Director of Procurement at 210-477-6171.

- A. Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidder's/proposer's approved Section 3 Good Faith Effort Compliance Plan will be monitored throughout the duration of the SAHA contractual term.
- B. Contractor shall submit a Section 3 Good Faith Effort Compliance Plan at the time of bid/proposal submittal in order to be considered responsive.
- C. This Section 3 Good Faith Effort Compliance 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.
- D. All bidders/proposers are to complete *Section A, Bidder/Proposer Information, Section B, Section 3 Goals and Contractor Commitment, Section D Section 3 Compliance Certification, ATTACHMENT A Assigned Project Workforce and ATTACHMENT B Subcontractor and Supplier's Listing.* Should the bidder/proposer *not achieve* the Section 3 training and employment and contract opportunity goals as stated within the solicitation, Bidder/Proposer must additionally complete and submit Section C, Good Faith Efforts with accompanying Attachment C *Good Faith Effort Compliance with all supporting documentation* with the bid or proposal.
- E. SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, prime contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a form specifically for this purpose ("Section 3 Eligibility"). It is the responsibility of the Prime Contractor to submit these forms to SAHA.

**SAN ANTONIO HOUSING AUTHORITY
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN**

Project Title: _____

SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email: _____

Is your firm “Section 3 Business Concern”: Yes _____ No _____
If “Yes”; Attach Documentation, Examples of acceptable documentation include: Eligibility Forms for each Section 3 resident or business owner, and copies of subcontracting agreements with Section 3 business concerns

SECTION B – SECTION 3 GOALS AND CONTRACTOR COMMITMENT

Employment Goal

- Thirty percent (30%) of the aggregate number of new hires (as defined by the Section 3 Program, Policy and Procedures) for this project.

Complete **Attachment A** which identifies the bidder/proposer’s employee positions required for the execution of this project.

NOTE: SAHA will only credit employment participation that submits documentation acceptable to SAHA certifying their Section 3 resident status.

1. The undersigned bidder/proposer will satisfy the Section 3 training and employment goal:
Yes _____ No _____
2. **IF PLAN AS SUBMITTED FAILS TO MEET SECTION 3 EMPLOYMENT GOAL AS STATED HEREIN OR AS STATED IN THE SOLICITATION, PLEASE PROCEED TO ATTACHMENT C AND SUBMIT DOCUMENTATION DEMONSTRATING GOOD FAITH EFFORTS.**

Contractual Opportunity Goal

- Subcontract at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts with Section 3 eligible business concerns for maintenance, repair, modernization or development of public or Indian housing, or for work arising in connection with housing rehabilitation, housing construction and other public construction; and

- At least three percent (3%) of the total dollar amount of all other Section 3 covered contracts with Section 3 eligible business concerns.

Complete **Attachment B** which identifies the bidder/proposer’s subcontractor and/or supplier opportunities required for the execution of this project.

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.

1. Bidder/proposer if unable to meet the contractual opportunity goal is committed to a minimum of _____% Section 3 business concerns on this project.
2. **IF PLAN AS SUBMITTED FAILS TO MEET CONTRACTUAL OPPORTUNITY GOAL AS STATED HEREIN OR AS STATED IN THE SOLICITATION, PLEASE PROCEED TO ATTACHMENT C AND SUBMIT DOCUMENTATION DEMONSTRATING GOOD FAITH EFFORTS.**

SECTION C – 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.

Attachment C outlines the efforts that are minimally considered as good faith actions and demonstrate specific initiatives made in attempting to achieve the Section 3 goals. Bidders/proposers are not limited to these particular areas and shall include other efforts that support the Section 3 objectives to provide employment, training and other economic opportunities to Section 3 residents and business concerns. Please provide supporting documentation for all efforts.

- ___ **The project does not provide any training or employment opportunities.
Please provide justification for the lack of training or employment opportunities.**
- ___ **The project does not provide any subcontracting opportunities.
Please provide justification for the lack of training or employment opportunities.**

SECTION D: SECTION 3 COMPLIANCE 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 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: _____

EMPLOYMENT CERTIFICATION:

I hereby certify to the best of my knowledge that the above table represents the appropriate number of employee positions required for the execution of this Project. This table represents the number of Section 3 residents that the company proposes to employ. Also, the Company will provide SAHA a completed "Section 3 Eligibility" form for any applicable new hire. As the project progress, I will notify SAHA of any subsequent proposed changes to my workforce for approval.

Project Title _____ Company Name _____

Signature/Title _____ Date _____

Attachment B
SAN ANTONIO HOUSING AUTHORITY
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN

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)

Total Bid/proposal Value - \$ _____
 Total Dollars – Subcontractor/Supplies - \$ _____
 Total Dollars subcontracted to Section 3 Business Concerns - \$ _____
 Overall Section 3 subcontracting Percentage - % _____

CONTRACT OPPORTUNITY CERTIFICATION:

I hereby certify to the best of my knowledge that the above table represents all of the subcontracting and/or vendor opportunities required for the execution of this Project. This table identifies the number of Section 3 Business Concerns that the company will utilize. Also, the Company will provide SAHA a completed “Section 3 Eligibility” form for qualified Section 3 Business Concerns with all supporting documentation. As the project progresses, I will notify SAHA of any subsequent proposed changes to my subcontractors/suppliers for approval.

Project Title _____ Company Name _____

Signature/Title _____ Date _____

ATTACHMENT C
SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE

GOOD FAITH EFFORT DOCUMENTATION	Yes (✓) No	
1. If applicable, did you attend pre-bid/proposal conference to learn about Section 3 requirements? If no, please explain why.		
2. (a) Did your firm request and obtain a list of Section 3 residents available for work? If no, please provide an explanation.		
(b) Did your firm request and obtain a list of Section 3 business concerns? If no, please provide an explanation.		
3. (a) Were Section 3 residents contacted or solicited on employment opportunities? If yes, provide supporting documentation to include the name of the individual contacted, date and phone number. If no, provide justification.		
(b) Were Section 3 business concerns contacted or solicited on project opportunities? If yes, provide supporting documentation to include the name of the business, date and phone number. If no, provide justification.		
4. Did you make an appointment to discuss Section 3 objectives with SAHA Procurement Department? If yes, please indicate date, time and person with whom you meet and assistance offered. If no, please justify.		
5. Did you seek partnership opportunities with support agencies/associations and other community resources to provide training and/or other economic opportunities for Section 3 residents and business concerns? If yes, please Identify all Section 3 support agencies/associations contacted for assistance. (Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made) If no, please justify.		
6. Were Section 3 employment and/or contract opportunities to this project advertised within the location of the project? (If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation) If no, please justify.		
7. Were copies of the bid or RFP provided to any Section 3 resident or business concern? If no, please justify.		
8. Did you assist interested Section 3 residents/business concerns with (a) training, (b) employment, or (c) obtaining bonding, insurance, or line of credit? (Please detail any assistance that was provided or if they were referred, to whom) If no, please justify.		
9. Did you pursue other economic opportunities, such as but not limited to: subdividing elements of the work proposed to be performed by Section 3 business concerns in order to increase the likelihood of achieving the goal; training positions, joint ventures, etc. If yes, please provide supporting documentation. If no, please justify.		
10. Did you reject any bid/proposal received from a Section 3 business concern or any candidate for employment meeting the Section 3 criteria? If yes, List, all Section 3 employment negotiations and/or bids received but rejected. Identify individual/company name (with contact person), telephone number, date, trade area and the reason for rejection of employment or bid/proposal.		
11. Did you participate in other activities within the industry or community to support the Section 3 program objectives? If yes, discuss any other effort(s) aimed at involving Section 3 residents and/or business concerns and if no, please justify. (Include as an Attachment): (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum Section 3 business participation. (b) Discuss joint ventures initiatives, second-tier subcontracting, etc., if any. (c) Employment opportunity initiatives. (d) List all other good faith efforts employed, please elaborate.		



Contract & Subcontract Activity
For The San Antonio Housing Authority

Reporting Qtr: _____

Contract No: _____

Prime Contractor ID No: _____

Date Submitted: _____

Award Amount: _____

Grantee/Project Owner/Developer/Sponsor/Builder/Agency			Location (City, State, Zip Code)			Amount of Contract or Sub-Contract	Type of trade Code(See Below)	Subcontractor Business Racial/Ethnic Code (See Below)	Women Owned Business (Yes or No)	Sub-Contractor Identification (ID) Number	Section 3 Business (Yes or No)
Name of Contact Person		Phone Number (Including Area Code)	Reporting Period								
Item No.	Name	Street Address	City	State	Zip Code	A.	B.	C.	D.	E.	F.
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.

B: Type of Trade Codes

- 1 = New Construction
- 2 = Substantial Rehab.
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg. Appraisal
- 0 = Other

C: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Certified this _____ day of _____

By: _____

Note: Please Attach all Compliance Reports (S3-60002B Forms)



**Contractor's Quarterly Section 3 Compliance Report
For The San Antonio Housing Authority**

Contract #: _____

Prime Contractor

Sub-Contractor: _____

Address: _____

Name of Contact Person: _____

Contract Start Date:	Reporting Period For the Months of: <input type="checkbox"/> January – March <input type="checkbox"/> April – June <input type="checkbox"/> July – September <input type="checkbox"/> October - December
Contract Completion Date:	Date of Report:
Contact Person Phone #:	Contact Person E-Mail Address:

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance	Name of New Hire – List ALL New Hires	Using Job Codes table at bottom left insert Job Code & Position Title – Indicate if “Trainee”	Did this person qualify under Section 3?	Wage Rate of Section 3 Employees - ONLY	Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.

JOB CODES

1 – Professionals	6 – Craft workers (skilled)
2 – Technicians	7- Operatives (semi-skilled)
3 – Office/Clerical	8 – Laborers (unskilled)
4 – Officers/Managers	9 – Service workers
5 – Sales	10 – Other – List & describe

A) Total # of Employees at Beginning of Contract _____

B) Total # of Employees as of Report Date for this Quarter _____

C) Total # of Section 3 New Hires for this Quarter _____

D) Total # of Section 3 New Hires who are Trainees hired this Quarter _____

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program receipts' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.

Certified this _____ day of _____

By: _____

Printed Name

Signature

Please attach additional sheets if necessary

SAHA Form S3-6002 (Rev. 3/11)



**Contractor's Quarterly Section 3 Compliance Report
For The San Antonio Housing Authority**

1*

Contract #: _____

Prime Contractor

Sub-Contractor: _____

Address: _____

Name of Contact Person: _____

Contract Start Date: _____

Reporting Period For the Months of: _____

January – March April – June

July – September October - December

Contract Completion Date: _____

Date of Report: _____

Contact Person Phone # _____

Contact Person E-Mail Address: _____

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance

Name of New Hire – List ALL New Hires

Using Job Codes table at bottom left insert Job Code & Position Title – Indicate if “Trainee”

Did this person qualify under Section 3?

Wage Rate of Section 3 Employees - ONLY

Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.

Specific actions undertaken during this reporting period (e.g., job postings, job fair, etc) to achieve the objectives of Section 3 compliance	Name of New Hire – List ALL New Hires	Using Job Codes table at bottom left insert Job Code & Position Title – Indicate if “Trainee”	Did this person qualify under Section 3?	Wage Rate of Section 3 Employees - ONLY	Most recent contact information of Section 3 employees and trainees – Please indicate if their preferred spoken language is not English.
12	13	14	15	16	17

JOB CODES

1 – Professionals	6 – Craft workers (skilled)
2 – Technicians	7- Operatives (semi-skilled)
3 – Office/Clerical	8 – Laborers (unskilled)
4 – Officers/Managers	9 – Service workers
5 – Sales	10 – Other – List & describe

A) Total # of Employees at Beginning of Contract _____

B) Total # of Employees as of Report Date for this Quarter _____

C) Total # of Section 3 New Hires for this Quarter **18**

D) Total # of Section 3 New Hires who are Trainees hired this Quarter _____

Certified this _____ day of _____ **19**

By: _____
Printed Name _____ Signature _____

Please attach additional sheets if necessary

SAHA Form S3-6002 (Rev. 3/11)

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic activities generated by its housing and community development assistance programs are directed toward Low- and very low persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program receipts' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to HUD, and by recipients as a self-monitoring tool.



Contractor's Section 3 Compliance Report – Instructions – Attachment B

- 1*) Check the applicable box if you are a Contractor or Sub-Contractor. *If you are a Sub-Contractor, complete Instruction # 20.
- 2) Enter the San Antonio Housing Authority (SAHA) Contract Number, not the AMD#.
- 3) Enter the business name of the Prime Contractor or Sub-Contractor who is reporting compliance activity.
- 4) Enter the business address of the Prime Contractor or Sub-Contractor who is reporting Section 3 compliance activity.
- 5) Enter the name of the person filling out the form.
- 6) Enter the date in mm/dd/yy format for which this contract started.
- 7) Enter the date in mm/dd/yy format for which this contract ends.
- 8) Enter the area code and telephone number of the person filling out this form.
- 9) Mark the appropriate box for the time period in which you are reporting Section 3 compliance activity.
- 10) Enter the date in mm/dd/yy format of this contract report date.
- 11) Enter the e-mail address of the Company Representative who is filling out this form.
- 12) Identify efforts made to direct the employment and other economic opportunities toward low and very low income persons, particularly those who are recipients of government assistance for housing.
- 13) Provide the names of all new hires that were hired during the current reporting period.
- 14) Using the Job Codes table on the bottom left and the definitions provided in "Attachment C," select the best available job code that most matches the job for the new hire. Indicate with a "T" if this individual is a trainee, as defined in Attachment C.
- 15) Mark with a "Yes" or "No" if the new hire qualified under Section 3 guidelines.
- 16) If the New Hire qualified under Section 3 guidelines, provide the rate of pay.
- 17) Provide the most recent available mailing address for the Section 3 qualified employee only. Indicate if the Section 3 qualified employee has a preferred language other than English.
- 18) Provide the following information in numerical form:
 - A) The total number of employees in the company at the beginning of this contract.
 - B) The total number of employees as of the report date in the company, for this quarter.
 - C) Provide the total number of Section 3 hires who were brought on to the Company since the beginning of the Contract.
 - D) From the number provided under # 18, Letter C, how many of these Section 3 employees are Trainees?
- 19) Sign and date that you certify the information you are providing is accurate and true.
- 20) Sub-contractor shall forward the completed report to the Prime Contractor.
- 21) Prime Contractor shall forward the completed report(s), including their own, to the San Antonio Housing Authority Procurement Department, 818 South Flores Street, San Antonio, TX 78204, fax (210) 477-6167 or e-mail to Lucretia_robinson@saha.org. For any questions please call (210) 477-6059.



Job Codes Definitions– Attachment C

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Include: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

OFFICIALS AND MANAGERS

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Including: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

SALES

Occupations engaging wholly or primarily in direct selling. Including: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers,



Job Codes Definitions– Attachment C

stationary engineers, tailors, arts occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers

CRAFT WORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

OPERATIVES (SEMISKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeur's, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurse aides, and orderlies), barbers, cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

OTHER

“OTHER” is defined as any other job category not listed above.



Job Codes Definitions– Attachment C

TRAINEE

Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

APPLICANT "SECTION 3" CERTIFICATION FORM

Name: _____
 Legal Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ or fax: _____

Position Applied For: _____

(All applicants are required to complete and sign this form.)

In general, Section 3 gives applicants whose household income in the past year was less than 80% of the area median income a preference in the hiring process so long as they are qualified for the position for which they are applying.

Only those applicants who complete the disclosure and meet the Section 3 requirements will be eligible for the preference, HOWEVER, employment offers for applicants claiming a Section 3 preference will be conditional upon providing proof of eligibility at the time of hire.

CAUTION: Any applicant falsely claiming a Section 3 preference will immediately be removed from consideration of employment.

 _____ Option 1: I choose not to disclose this information and understand that I will not be granted a Section 3 preference in the hiring process

OR

_____ Option 2: I choose to disclose the following information to determine if I am eligible for a Section 3 preference (complete questions below)

1. Are you a resident of public housing or Section 8? (Check One) _____ Yes _____ No
2. The number of persons in my household is _____.
3. From the chart below, locate the number of persons in your household and enter the dollar amount from that box here _____.

# of persons in Household	1	2	3	4	5	6	7	8
80% Area Median Income (FY 2012 Income Limits)	\$34,100	\$38,950	\$43,800	\$48,650	\$52,550	\$56,450	\$60,350	\$64,250

Section 3 Preference Eligibility Test

_____ Yes _____ No My legal address is within Bexar County, TX.

_____ Yes _____ No My household income last year was equal to or less than the amount listed on Line 3.

If the answers to both questions are YES, you are entitled to a Section 3 preference.

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority for contract compliance purposes and I further certify that all of the information given above is true and accurate. If any information is found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified section 3 resident and may be grounds for termination of any employment or contract that resulted from this application and/or certification.

Signature _____

DATE: _____

**ATTACHMENT E
FORM OF PROPOSAL
PROPOSER'S CERTIFICATION**

FORM OF PROPOSAL

(Attachment E)

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed proposal submittal.)

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 proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(One (1) Original Signature Copy and three (3) exact copies of proposal less pricing information)</i>
_____	Tab 1 Form of Proposal (Attachment E)
_____	Tab 2 HUD Forms & Conflict of Interest Questionnaire(Attachment B)
_____	Tab 3 Profile of Firm
_____	Tab 4 Experience, Managerial, Operational Plan
_____	Tab 5 Client Information
_____	Tab 6 Joint Venture Information
_____	Tab 7 Subcontractor Information & Profile of Firm Forms
_____	Tab 8 Section 3 Preference Documentation
_____	Tab 9 S/W/MBE Business Utilization Plan
_____	Tab 10 Section 3 Good Faith Effort Compliance Plan
_____	Tab 11 Other information

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 priority are you claiming?

- _____ Priority I
- _____ Priority II
- _____ Priority III
- _____ Priority IV

Proposer's Certification

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

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
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. Proposer agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal 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 Proposer,
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 Proposal,
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, 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 Proposal made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFQ,
8. **Non-Collusive Affidavit:** The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal 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 Proposal price of affiant or of any other Proposer, to fix overhead, profit or cost element of said Proposal price, or that of any other Proposer or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said Proposal 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.

SIGNED: _____ (Print Name)

(Print Company Name) (Company Phone & Fax & Email Address)

(Date) (Seal if by Corporation)