

CITY OF SAN ANTONIO
NEIGHBORHOOD AND HOUSING SERVICES DEPARTMENT



**REQUEST FOR PROPOSALS
("RFP")**

for

AFFORDABLE SINGLE-FAMILY HOUSING DEVELOPMENT GAP FUNDING

(RFP 25-032; RFx 6100018693)

Release Date: December 10, 2024

Proposals Due: January 24, 2025; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Prohibition against Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council ("blackout" period):

1. Any individual seeking a high-profile contract;
2. Any owner, officer, officer of board, executive committee member, and general board member of an entity seeking a high-profile contract;
3. The legal signatory of the high-profile contract;
4. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
5. Subcontractors hired or retained to provide services under the high-profile contract;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “blackout” period.

**For this solicitation, the first-day contributions are prohibited is JANUARY 2, 2025. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.*

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Please refer to the Restrictions on Communication section of this RFP for more information.

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003 – BACKGROUND

The City of San Antonio's Neighborhood and Housing Services Department (NHSD) Division of Grants Monitoring and Administration is seeking proposals from organizations that need gap funding for projects involving the development of new construction and/or rehabilitation of affordable single-family homes. The City of San Antonio (City) has allocated up to \$5,000,000 in Community Development Block Grant (CDBG) & HOME Investment Partnerships Program (HOME) funding specifically for these activities in the FY 2025 (PY 2024) Annual Action Plan. The proposed project should meet the HOME program objective to provide safe, decent, affordable housing to lower-income households at 80% or lower of the area median income. At the time of submittal, the organization should have secured site control and have conditionally secured all non-federal funding.

004 - SCOPE OF SERVICE

NHSD's Division of Grants Monitoring and Administration is seeking proposals from organizations that need gap funding for projects involving the development of new construction and/or rehabilitation of affordable single-family homes to be sold to persons at or below 80% of the area median income (AMI).

The City has CDBG and HOME funding for the development of homeownership housing in the FY 2025 (PY 2024) Annual Action Plan; however, the City is not obligated under this RFP process to award these funds fully and retains the option, in its sole discretion, to reject any and all proposals. In addition, if at time of evaluation, the City has identified additional funding through the generation of program income, program savings or cancelled projects, the City may allocate those additional resources through this RFP based on staff recommendations and City Council approval.

The Respondent may propose to utilize only HOME or only CDBG funding, or a combination of both. The City reserves the right to determine the specific source of funding that may be awarded in order to meet the City's overall priorities and goals in deploying available funding.

To be eligible for funding under this RFP, the Respondent needs to demonstrate site control as of the RFP submittal date. Evidence that generally demonstrates site control could include a property deed (if the property was acquired before submission of a proposal to this RFP), a conditional purchase and sale agreement, or an option contract. A bid on a property does not qualify as site control.

Through the approval of Ordinance 2019-10-31-0886 and amended by Ordinance 2021-11-18-0879, the City adopted the Program Policies for HUD-Funded Affordable Housing Activities (the "Program Policies"), which are applicable to this RFP and which, by this reference, are incorporated herein. Respondents are encouraged to review the Program Policies before applying to determine if there are additional requirements that may be applicable to the proposed development that are contained within the Program Policies but not expressly set forth in this RFP. The Program Policies are available on the City of San Antonio website on the "Policies & Procedures" webpage of the NHSD website at:

<https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Programs-Plans/Policies>.

Insomuch as there are conflicts between the Program Policies and this RFP, the City reserves the right to determine the relative precedence between conflicting provisions. In general, insomuch as necessary, any conflict or discrepancy that relates to any applicable federal regulation will be resolved in a manner that ensures regulatory compliance. Otherwise, conflicts will generally be resolved in favor of the more “restrictive” requirement.

Pursuant to regulations and Program Policies, if a proposal is seeking gap funding for rehabilitation/preserving current housing, the work must be performed according to the City’s written rehabilitation standards and all systems in the unit must be brought up to meet the City Residential Building Code. Proposals for rehabilitation or preserving current housing must meet any relevant HUD definitions of rehabilitation of existing housing. More details on these items can be found in Appendix J of the Program Policies.

Prior Funding

As a reference for Respondents, below is a summary of prior funding awards in previous solicitation cycles that were recommended and awarded by City Council.

Fiscal Year	Funding Awarded	Awarded Proposals
2024	Up to \$3,680,532	2
2023	Up to \$3,176,144	4
2022	Up to \$2,919,311	2
2021	Up to \$3,626,669	3
2020	Up to \$2,699,760	2
2019	Up to \$3,000,000	1

HOME & CDBG Funding

Unless otherwise noted, for any provisions not specifically addressed by the CDBG program, the City has elected to defer to the HOME program provisions where applicable when utilizing CDBG funding. These HOME requirements will be included in any final legal documents attached to any award of funding.

Long-Term Affordability

By regulation, HOME-assisted housing must meet the long-term affordability requirements for an “affordability period” not less than that specified in the following table, beginning after project completion. Following the formal expiration of the HOME affordability period, the City may require an “extended commitment period,” during which the project must continue to comply with the ongoing income/rent restrictions and other performance requirements of the HOME program. In general, an extended commitment period will be required for any period beyond the HOME affordability period during which the HOME loan is outstanding. Additionally, the extended commitment requirements may otherwise be extended at the sole discretion of the Neighborhood and Housing Services Department Director or the Grants Administrator.

HOME LONG-TERM AFFORDABILITY REQUIREMENTS	
Per-Unit HOME Investment	Required Affordability Period
Less than \$15,000	5 Years

\$15,000 to \$40,000	10 Years
Over \$40,000	15 Years

Income Limits and Part 5 Requirements

Per 24 CFR Part 92.203(b)(1), the City has elected to utilize the 24 CFR Part 5 definition for determining annual income which is commonly referred to as the “Section 8 Definition”. To be eligible for funding, program participants must have annual (gross) incomes at or below 80% of Area Median Income (AMI), adjusted by household size. Please note that while the HOME regulations nominally require that participants must be below 80% AMI, this RFP solicitation further requires as a threshold requirement that the Respondent serve some households at deeper levels of affordability at or below 60% AMI.

Income limits are determined annually by the U.S. Department of Housing and Urban Development (HUD). The table below outlines the HUD Income Limits based on household size currently in effect for the San Antonio area.

2024 HUD INCOME LIMITS – Effective 6/1/2024					
		% AMI			
		30%	50%	60%	80%
HOUSEHOLD SIZE	1	\$18,600	\$31,000	\$37,200	\$49,600
	2	\$21,250	\$35,400	\$42,480	\$56,650
	3	\$23,900	\$39,850	\$47,820	\$63,750
	4	\$26,550	\$44,250	\$53,100	\$70,800
	5	\$28,700	\$47,800	\$57,360	\$76,500
	6	\$30,800	\$51,350	\$61,620	\$82,150
	7	\$32,950	\$54,900	\$65,880	\$87,800
	8 +	\$35,050	\$58,450	\$70,140	\$93,500

Community Housing Development Organization (CHDO)

Unless already certified by the City of San Antonio (or concurrently applying for said designation) during FY 2025, Respondents that meet the standards and HOME definition of a Community Housing Development Organization should complete the CHDO application at: <https://www.sanantonio.gov/GMA/certified/CHDOCertification>. The Respondent should submit this application to NHSD per the instructions on the application.

If the Respondent is not applying to become a CHDO (or is not eligible to do so), it is not necessary to complete the CHDO application.

Real Property Acquisition

The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, subpart B. Whether or not the acquisition of real property is funded by HOME or CDBG as part of this RFP, the City will defer to its Program Policies for HUD-funded Affordable Housing

Activities and will underwrite the purchase price of any property based on the lesser of the option/purchase agreement purchase price or the appraised value of the property by a third-party appraisal acceptable to the City. The City reserves the right to require Respondent to produce any additional third-party appraisals to confirm the appraised value of the land being considered. Extension fees which are not applicable toward the purchase price or other non-customary fees that have the net effect of providing the seller with an over-appraised price may not be included as eligible project costs but must be paid from the proceeds of the developer fee or from other non-project sources acceptable to the City.

Underwriting & Subsidy Layering Standards

The Respondent acknowledges that prior to formally committing funds to and closing on the financing for a project; the City must complete an underwriting review. The Respondent agrees to submit requested information to allow for a thorough, complete, and relevant review. The Respondent agrees to comply with all requirements and conditions resulting from, or identified by, the underwriting review to complete the development. Contractual agreements will not be executed until an underwriting and subsidy layering review has been completed.

To be eligible for funding, the City must determine that project is not over subsidized, all the funding is adequate, and that the level of profit or return on investment for the owner/developer in a project is reasonable. The City will utilize the services of a third-party underwriter who will ensure compliance with HUD requirements, along with the City's established policies. Please refer to RFP Exhibit 9 for detailed underwriting standards. A contractual agreement will not be developed and executed by the City without a completed underwriting review.

All costs associated with the underwriting review assessment will be applied to any award of funding and should be included in the cost estimates for the development budget provided by the Respondent. Such costs shall be charged against the loan. Costs for the underwriting review are estimated at \$16,000 per development. Note: Costs are just an estimate and will be dependent upon the complexity and size of the development, as well as the Respondent's prompt attention to, and provision of, all additional project specific due diligence requests.

At the City's option for its administrative convenience, the City reserves the right to have the project developer directly pay for the City's selected underwriter. In such case, that cost should still be included in the project's overall budget similar to lender due diligence costs which are commonly charged as project costs.

Environmental Review Requirements

Before committing funds to an affordable housing development, the City will evaluate the development in accordance with the Environmental Review Requirements found in the Program Policies for HUD-Funded Affordable Housing Activities. All Environmental Assessments must be prepared and submitted by a City-contracted and approved environmental consultant. Consultants must have HEROS access and must have completed HUD HEROS training.

All costs associated with the environmental review assessment will be applied to any award of funding and should be included in the cost estimates for the development budget provided by the Respondent. Such costs shall be charged against the Loan. Costs for environmental review are estimated at \$12,000 per development. Note: Costs are just an estimate and will be dependent upon the complexity and size of the development. Additional costs such as

archaeological investigations, if required, can cost an additional \$15,000 or more. It is recommended to allocate funding within the proposed development budget that will adequately consider these costs and provide a true gap amount being sought via this proposal.

Choice Limiting Actions and Environmental Clearance

PROJECTS FOR WHICH CONSTRUCTION HAS STARTED ARE NOT ELIGIBLE. Respondents should note that HUD environmental requirements include a requirement that no choice limiting actions may occur until the City has issued environmental clearance as required in 24 CFR Part 58. Preparation of the Environmental NEPA Review Records and the cost associated with preparing the documents are the responsibility of the Respondent and must be submitted in the City's acceptable format for review and approval. Environmental reviews may take up to 75 days or longer if there are circumstances requiring archaeological investigations or historic nature to the property. Respondents should be prepared for this process and factor the timing into their construction timelines. Adherence to 24 CFR Part 58 is a non-negotiable when using federal grant funds.

Once an application for federal funds is submitted, absolutely no construction work commitment or expenditures of federal or non-federal (e.g., owner/developer) funds may occur on the project until an environmental is complete and the City has received an Authority to Use Grant Funds from HUD. This means that prior to the receipt of environmental clearance from the City, the Respondent MAY NOT UNDERTAKE OR COMMIT ANY FUNDS TO, physical or choice-limiting actions, including property acquisition, demolition, tenant relocation, rehabilitation, conversion, repair, or construction. Violations of this provision may result in the denial of any funds under this program. Respondents are encouraged to ensure that site control exists for sufficient period to allow the environmental clearance process to be completed before purchase must occur.

Davis-Bacon Prevailing Wage Requirements

Every contract for the construction (rehabilitation or new construction) of housing that includes i) 12 or more HOME-assisted units or ii) in the use of CDBG funds for construction costs on a project of eight (8) or more units assisted with CDBG funds, must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act, to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act.

Respondent shall utilize the program software licensed by City to ensure labor compliance including, but not limited to, Davis-Bacon. Respondent and its contractor(s) and sub-contractors shall enter accurate information into the program as frequently and in the manner requested. Respondent shall fully cooperate with the on-call labor compliance monitoring service, if any contracted by the City, and provide access to information and records of Respondent and its sub-contractors to ensure compliance with applicable labor law(s). All project bidding & procurement documents and all construction contracts including those with lower-tiered subcontractors are subject to these requirements when it is applied to the project based on the requirements above. All construction contracts (including subcontractor contracts) should include all Davis-Bacon and Related Acts provisions as required by the City to meet the requirement of said laws and regulations.

All project costs associated with labor compliance will be charged to the project and should be included in the cost estimates for the development budget provided by the Respondent. Such costs shall be charged against the Loan. Costs for labor compliance are estimated at \$20,000 per development. Note: Costs are just an estimate and will be dependent upon the complexity, size, scope of work, and timeline of the project. It is recommended to allocate funding within the proposed development budget that will adequately consider these costs and provide a true gap amount being sought via this proposal.

Build America, Buy America (BABA) Requirements

The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

The Department of Housing and Urban Development has applied a phased implementation approach for federal grant funds. As of the issuance of this RFP, the Buy America Preference (BAP) applies to HOME & CDBG-funded projects with total federal financial assistance of \$250,000 or greater. The Buy America Preference is now applicable to the following categories: iron and steel, construction materials, & manufactured products. This includes all materials that are primarily composed of iron and steel. Subrecipients and all contractors must comply with this requirement and developers will need to enforce this on their contractors and subcontractors. Respondents should be familiar with and be prepared to comply with the Build America Buy America (BABA) requirements applicable to construction projects that utilize these BAP covered materials. More information at: <https://www.hud.gov/baba>.

National Standards for the Physical (NSPIRE)

The NSPIRE final rule established a new approach to defining and assessing housing quality by strengthening HUD's physical condition standards and improving oversight by aligning inspection regulations and requirements across all affordable housing programs at HUD. There is a phased implementation process for the NSPIRE final rule and HUD's Community Planning Development (CPD) Division programs, including the HOME Funding Program. CPD programs are expected to be subject to the NSPIRE final rule starting on October 1, 2024. As of this document, any successfully awarded projects as a result of this RFP will be subject to the new NSPIRE Final Rule. For reference, additional information on NSPIRE Final Standards is available at: https://www.hud.gov/program_offices/public_indian_housing/reac/nspire/standards/.

Insurance

Please note that the awarded proposal must be able to maintain the insurance requirements as outlined in this RFP Exhibit 1. It is imperative that the Respondent understands these requirements prior to submitting a proposal.

Indemnification

The indemnification language in RFP Exhibit 2 is non-negotiable and will be included in any and all legal documents as a result of an award of funding. Respondent agrees and understands that by submitting a proposal, it will not object to the inclusion of this language as written.

Commitment for Title Insurance

Proposals that receive an award of funds are required to provide an acceptable Commitment for Title Insurance Policy showing the City's interest in the total amount of the City's Deferred Payment Loan prior to closing. This will be requested during the full underwriting review of the proposed project prior to the project closing and legal documents executed. A Commitment for Title Insurance does not need to be provided at the time of submitting your proposal to this solicitation.

Federal Conflict of Interest

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

Affirmative Fair Housing Marketing Plan

A detailed and fully completed Affirmative Fair Housing Marketing Plan is required to be submitted as **Attachment A, Part 10**. Details from this plan will be reviewed during the evaluation of proposals to gauge the racial and economically underserved populations within the area of the proposed development and how the marketing and outreach can successfully eliminate or mitigate barriers to residents of these communities near the proposed project.

Violence Against Women Act

The Violence Against Women Act (VAWA, 34 U.S.C. § 12471 et seq.) provides housing protections for survivors of domestic violence, dating violence, sexual assault, and/or stalking. Despite the name of the law, VAWA's protections apply regardless of sex, sexual orientation, or gender identity. If awarded federal funding from this solicitation, Respondent will adhere to the City's policies and protections to meet the requirements of VAWA. Provisions and information to be provided to any tenants will be incorporated into the final contractual documents.

CDBG Funds and Acquisition of Property

In general, CDBG funds may only be invested in the rehabilitation of existing housing and may not, outside of limited exceptions, be invested in new housing construction. However, in certain cases, CDBG funds may be used solely for land acquisition costs in support of new construction of affordable housing. However, the Respondent should be aware that the City will need to execute an agreement with an eligible non-profit subrecipient in this type of transaction, per HUD guidance. This may preclude the use of CDBG funds for acquisition costs for new construction proposals that do not involve an eligible non-profit subrecipient who is acquiring the real property.

HOME and CDBG Reporting Requirements

Respondent will be subject to additional reporting requirements as deemed necessary by City to ensure full compliance with HOME and/or CDBG program requirements. Respondent should be familiar with, or make themselves familiar with, the HOME and CDBG requirements that are tied to the HOME and CDBG program funding.

HOME Match Requirements

If seeking only CDBG funds, this section is not applicable to those funds. The HOME Program requires that the City provide match in an amount equal to no less than 25% of the total HOME funds drawn for affordable housing development project costs. HOME match is a permanent contribution to affordable housing and **is not leveraging**. All affordable housing development activities funded by the HOME program are required to document the 25% match for the purposes of the HOME Program. These contributions must come from non-federal resources and may only be in the form of one or more of the following:

- Cash contributions from non-federal sources
- Forbearance of State/Local taxes, charges, and fees
- Donated real property
- Cost, not paid with federal resources, of on-site infrastructure that the participating jurisdiction documents are directly required for HOME-assisted projects
- Proceeds from single-family affordable housing project bond financing validly issued by a State or local government, or an agency or instrumentality of a State or local government or a political subdivision of a State and repayable with revenues from the affordable housing project
- Reasonable value of donated site-preparation and construction materials, not acquired with federal resources
- Reasonable rental value of the donated use of site preparation or construction equipment
- Value of donated or voluntary labor or professional services in connection with the provision of affordable housing
- The value of sweat equity provided to a homeownership project, under an established component of a
- participating jurisdiction's program, up until the time of project completion
- The direct cost of supportive services provided to families residing in HOME-assisted units during the period of affordability. Examples include: case management, mental health services, assistance with the tasks of daily living, substance abuse treatment and counseling, day care, job training, and counseling
- The direct cost of homebuyer counseling services provided to families that acquire properties with HOME funds, including ongoing counseling services provided during the period of affordability
- **Low-Income Housing Tax Credit (LIHTC) equity is NOT an eligible form of HOME match**

On a regulatory basis, HOME Match is a program requirement on the City and is not specifically applied to each individual project. The City may meet its obligation through certain projects that produce substantial match while other projects may not produce any HOME Match. The Respondent should describe in the response how they anticipate to document and provide HOME Match to help the City of San Antonio meet the 25% match requirement for HOME-funded activities. Inasmuch as deemed necessary by the City, a project's ability to produce HOME Match may be related as a threshold requirement or as a qualitative factor within this RFP.

HUD Section 3 Requirements

Section 3 is a provision of the HUD Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency. To the greatest extent possible, Section 3 requires that recipients of certain HUD financial assistance provide job training and employment opportunities to low- or very low-income residents in connection with projects and activities in their neighborhoods. The new Section 3 Final Rule took effect on November 30, 2020. Among these changes, is a requirement to track labor hours rather than new hires of Section 3 workers and Targeted Section 3 Workers. **These requirements apply to housing rehabilitation, housing construction, and other public construction projects that have \$200,000 or more of housing and community development financial assistance from one or more HUD funding programs, regardless of its use in the overall project (e.g. acquisition, hard construction costs, etc.).** For this solicitation, the evaluation criteria will consider whether the Respondent is a Section 3 certified business. Respondents are encouraged to [determine if they are a Section 3 business](#). At this time, the City will accept [any non-expired City-provided Section 3 Business certifications](#). Verification will come from either the HUD Section 3 Business Registry or previous (and still active) certification with the City of San Antonio.

Market Analysis

Respondents must provide an adequate market analysis for their proposed project as part of **Attachment A, Part 25**. While a waiting or eligibility list is acceptable as part of the overall market analysis, this should not be the only documentation used for market analysis. The Respondent can provide data on sales, occupancy, rental rates in the Respondent's service area. The City recommends the Respondent address all the conditions related to the HUD regulations surrounding Market Assessments, which are more thoroughly described in Appendix I: Underwriting and Subsidy Layering Policy for Affordable Housing Development Activities in the Program Policies for HUD-funded Affordable Housing Activities (page 60) located on the City of San Antonio's website at: <https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Programs-Plans/Policies>.

Non-Compliance in Federal or Other Agency Programs

Respondents cited for non-compliance in federal housing programs or in a development/program administered by the City shall not receive a commitment of HOME and/or CDBG funds unless or until such non-compliance is cleared to the satisfaction of City's sole discretion. Prior performance on City projects will be considered as part of the Respondent's overall application. This is in addition to and as a part of the Evaluation Criteria listed in Section 012.

Duration of Requirements

All requirements will be applicable for the duration of the Program Agreement unless otherwise noted in any legal documents as required (i.e. period of affordability and the restrictive covenant).

Transaction Costs/Expenses

The Respondent will be responsible for all costs related to closing the loan, whether or not closing occurs, including all title costs, recording costs, legal fees (including fees for City's counsel), abstract fees, appraisal costs, environmental and historic property review, underwriting costs, and site and progress inspection fees (including fees for City's inspector), survey costs, or such other costs associated with the funding. These costs will include the City's

expenses, (if any) that may be incurred subsequent to the closing. Expenses provided under this paragraph and incurred subsequent to the closing, but not escrowed at the time of closing, shall be the responsibility of the Respondent.

Conflicts

Conflicts between the HOME and/or CDBG Legal Documents and any other documents executed in connection with the project will be resolved **in favor** of the HOME and/or CDBG Legal Documents. Respondents should note that the City will not be a party to “operating agreements” and other agreements between the Respondent and its investor(s). In particular, Respondents should note that no agreements can be made between the Respondent and its investors and lenders regarding cash distributions, except regarding the relative distribution of Surplus Cash that is distributed to the project owner in accordance with the HOME and/or CDBG Legal Documents.

Representations and Warranties

Respondents should note that the HOME and/or CDBG Legal Documents contain representations and warranties that are ongoing. Accordingly, it is possible (for example, because of subsequent non-compliance or other circumstances that prevent the Respondent from making the required representations and warranties) that a Respondent may receive an Award Letter but be ineligible and unable to close the transaction. The City reserves the right to cancel, terminate, rescind, modify, or impose additional conditions on any award for any purpose.

Timing for Funding

HOME and CDBG are cost reimbursement programs. Disbursements during construction are limited to the reimbursement of actual eligible costs that have been incurred. **A 10% retainage will be withheld from each reimbursement draw.** The retainage (final disbursement) will be released once a Certificate of Substantial Completion and all closeout documentation has been processed by the City, as dictated by the final legal documents.

Other Federal Requirements

HOME and CDBG funds are subject to a number of cross-cutting Federal regulations. It is highly recommended that the Respondent review these requirements in Appendix A of the Program Policies for HUD-funded Affordable Housing Activities (Program Policies) located on the City of San Antonio's website at: <https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Programs-Plans/Policies>. The Program Policies are in addition to any other requirements of this solicitation and, in some cases, supersede those written requirements where necessary to meet federal requirements of the federal grant funds.

Other Compliance Requirements

In addition to requirements discussed in this Section, all awardees must meet the HUD regulatory compliance requirements contained in the project legal documents. These requirements include (without limitation) those listed in this document.

Small, Women, Veteran, and Minority Business Enterprises and Labor Surplus Firms

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded. By submitting a response, Respondent commits to comply with these requirements:

Federal regulations make it very clear that subrecipients should make every effort to contract with small, minority-owned, veteran-owned, and/or women-owned businesses and labor surplus area firms in the procurement process. Specifically,

- A subrecipient must take affirmative steps to use small firms, minority-owned firms, veteran-owned firms, women-owned firms, and labor surplus area firms in its Federally-financed activities (2 CFR 200.321). The efforts which a subrecipient should make include, but are not limited to:
- Incorporating such business in solicitation lists whenever they are potential sources.
- Ensuring that such business is solicited when identified as potential sources.
- Dividing procurement requirements, when economically feasible, to permit maximum participation of such business.
- Establishing delivery schedules that encourage participation by these business types.
- Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring prime contractors, when subcontracts are let, to take affirmative steps to select such firms.

Procurement Requirements

Depending on the federal funding source and how the federal grant program agreement documents are drafted, certain provisions of 2 CFR 200 will become applicable to the project. Respondent should familiarize themselves with these provisions, especially at 2 CFR 200.320 regarding procurement standards that will be required of a Respondent. This includes the potential requirement to do a formal bidding process that requires advertisement of the bid solicitation for open competition and could be sealed competitively bid out. The entire process will need to be adequately documented to allow for future reference during reviews or audits. Information on the procurement process may be required prior to any first reimbursement will be issued to the Respondent.

Unique Entity Identification Number

To receive federal funding, all Respondents must be a registered entity on www.sam.gov with the United States Government and be able to accept federal awards. An entity will be issued a Unique Entity Identification # (UEI #) at www.sam.gov and should include this number when requested on the application documents. Note that the UEI # replaced the DUNS # that was utilized by the United States Government and its agencies in the past.

Verification of Non-Debarment, Suspension, or Exclusion of Any Project Partner

No owner/developer/Respondent or any member of the development team be a suspended, debarred, or otherwise excluded party under any local, state, or federal program. Respondents must be registered with the System for Award Management (SAM) via <http://www.sam.gov> and be issued a Unique Entity Identification Number (UEI #) that is able to accept federal grant funds. Respondent must submit proof that of registration and non-debarment (non-exclusion) from receiving federal awards as **Attachment A, Part 27**.

Respondent understands that if awarded federal funding, the Respondent will be required to ensure that any additional partners, general contractors, and subcontractors are not excluded from receiving federal funds via SAM. After contract execution and prior to any reimbursement

of federal funds, the Respondent will be required to provide documents showing proof of their good faith effort to verify non-debarment or exclusion via SAM.

Deconstruction Policy

Respondents are encouraged to mitigate construction waste. Respondents should seek opportunities to demonstrate how their development incorporates deconstruction and salvage practices (if an existing structure is to be removed) and how their new development will prioritize the implementation of locally or regionally reclaimed building materials into the design. The Respondent will be able to utilize the City's Material Innovation Center, either for material donation or material sourcing, as availability allows. Projects that demonstrate an outsized commitment to mitigating construction and demolition waste through full building reuse and rehabilitation; deconstruction and material salvage; and/or and material reuse will be prioritized.

Sustainability Goals

Respondents are encouraged to support green and sustainable building objectives. The SA Tomorrow Sustainability Plan is a great resource for Respondents. More information is available at: www.satomorrow.com. Respondents should refer to www.buildsagreen.org for details on meeting Level 2 Certification as described in **RFP Exhibit 11**. Respondents should describe sustainable practices and methods proposed for this development in the Executive Summary Narrative in **Attachment A, Part 5**.

Location Priorities

Funding will prioritize areas with strong access to transit, public transportation and trail systems, areas within the urban core (RFP Exhibit 14), areas with high to moderate equity scores (RFP Exhibit 10), regional centers, economic corridors (near employment, full-service grocery stores, health services and facilities, neighborhood-serving amenities and institutions, cultural assets and essential services), and areas that are consistent with adopted city plans and investments.

SA Ready to Work

Respondents are required to take the employer pledge and become a Community Ambassador with the SA Ready to Work initiative and promote upward mobility training to their residents. Ready to Work is an educational and job placement program to help thousands of San Antonians improve their quality of life. Ready to Work will:

1. Provide guidance throughout the process
2. Connect residents with resources that they need
3. Guide resident through career planning
4. Enroll resident in approved courses
5. Offer resident tuition assistance
6. Pay for urgent needs
7. Prepare residents for the next level
8. Help residents secure and retain well-paid jobs

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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

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

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

Ownership and Licenses.

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

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

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

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

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to

this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

006 - TERM OF CONTRACT

A letter of preliminary award will be provided to the selected Respondent. The Respondent will have two (2) weeks to provide written acknowledgement of the award and all conditions which must be met prior to the issuance of a binding commitment. The terms of the preliminary award with the City will be performance driven based on the requested closing date, the required underwriting review, the required environmental review, the construction timeline, and other items or special conditions imposed by the City in its sole discretion.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **11:00 a.m. Central Time, on Friday, December 20, 2024, via WebEx**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Respondents may call the toll-free number listed below and enter access code or access from below to participate the day of the conference.

Toll Free Number: 1-415-655-0001

Meeting number (access code): 2633 702 2671

Meeting password: rKYsRpwy772

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mdcfe89c1a6e83477696dbc3a91a2ad14>

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

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

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

When submitting electronically through City's portal, scan and upload these documents with your proposal. In response to this RFP, Respondents must submit all Attachments A through G and each document must be uploaded as a separate attachment, labeled with the heading indicated in RFP Section 016. Some of the required attachments are described below and all attachments are listed in RFP Section 016.

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EXECUTIVE SUMMARY. The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

DEVELOPMENT EXPERIENCE. Use the Form found in this RFP as Attachment A, Part Two.

NON-PROFIT STATUS. Use the Form found in this RFP as Attachment A, Part Three.

GAP REQUEST, PROJECT READINESS, AND UNDERWRITING REVIEW. Use the Form found in this RFP as Attachment A, Part Four.

DESIGN PRIORTIES AND SUSTAINABILITY. Use the Form found in this RFP as Attachment A, Part Five.

DISPLACEMENT, LOCATION AND EQUITY. Use the Form found in this RFP as Attachment A, Part Six and Part 6a.

AFFORDABILITY. Use the Form found in this RFP as Attachment A, Part Seven.

DEVELOPMENT INFORMATION. Use the Form found in this RFP as Attachment A, Part Eight.

DEVELOPMENT BUDGET & PRO-FORMA. Use the Form found in this RFP as Attachment A, Part Nine.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN FOR SINGLE HOUSING. Use the Form found in this RFP as Attachment A, Part Ten.

EVIDENCE OF SITE CONTROL. Use the Form found in this RFP as Attachment A, Part Eleven.

MAP OF PROJECT SITE(S). Use the Form found in this RFP as Attachment A, Part Twelve.

LAND APPRAISALS. Use the Form found in this RFP as Attachment A, Part Thirteen.

DEVELOPMENT TEAM STRUCTURE & BACKGROUND NARRATIVE. Use the Form found in this RFP as Attachment A, Part Fourteen.

HUD CERTIFICATION OF HOUSING COUNSELOR CERTIFICATION & COUNSELING PLAN. Use the Form found in this RFP as Attachment A, Part Fifteen.

ENVIRONMENTAL REVIEW(S). Use the Form found in this RFP as Attachment A, Part Sixteen.

EVIDENCE OF ZONING CONFORMANCE AND/OR LAND ENTITLEMENTS. Use the Form found in this RFP as Attachment A, Part Seventeen.

COMMITMENT LETTERS FROM ALL FUNDING SOURCES. Use the Form found in this RFP as Attachment A, Part Eighteen.

SIGNED ARCHITECT AND/OR ENGINEERING ESTIMATES. Use the Form found in this RFP as Attachment A, Part Nineteen.

ARCHITECTURAL RENDERINGS AND DETAILED UNIT FLOOR PLANS. Use the Form found in this RFP as Attachment A, Part Twenty.

LOCATION, SITE AND TRANSIT AMENITY MAP(S). Use the Form found in this RFP as Attachment A, Part Twenty-One.

VALUABLE OR UNIQUE AMENITY NARRATIVE. Use the Form found in this RFP as Attachment A, Part Twenty-Two.

WAITING & ELIGIBILITY LIST. Use the Form found in this RFP as Attachment A, Part Twenty-Three.

UNITS BUILT AND FUNDING IN PRIOR 5 YEARS. Use the Form found in this RFP as Attachment A, Part Twenty-Four.

MARKET ANALYSIS. Use the Form found in this RFP as Attachment A, Part Twenty-Five.

LETTERS OF SUPPORT (IF APPLICABLE). Use the Form found in this RFP as Attachment A, Part Twenty-Six.

SAM ENTITY REGISTRATION VERIFICATION. Use the Form found in this RFP as Attachment A, Part Twenty-Seven.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment B, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as **Attachment C**. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form as **Attachment D**.

CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign, and submit HB Form 1295 as **Attachment E**. You may download a copy of the form at: <https://www.ethics.state.tx.us/filinginfo/1295>.

AUDITED FINANCIAL STATEMENTS. Due to the anticipated investment and length of resultant contract between the parties, third-party audited financial statements are requested. Respondent should provide the most recent audited financial statements from the two (2) most recent years. Also include organizational unaudited quarterly statements ending 9/30/24 and 12/31/24 which will provide the most recent data to compare to the audited financial statements. Failure to provide requested information may impact your firm's final score.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP and submit as **Attachment F**. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate Respondent or partner of partnership Respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as **Attachment G.**

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

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

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

010 - SUBMISSION OF PROPOSAL

Proposals must be submitted electronically through the portal. Respondent must comply with the Restrictions on Communication section of this RFP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

Submission of Proposals. Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Friday, January 24, 2025**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Procurement Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements and Section 016, Proposal Requirements, and each section and attachment must be indexed as listed in Section 016. Each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at:

<https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

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

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

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for 180 days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

011 - RESTRICTIONS ON COMMUNICATION

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 4:00 p.m., Central Time, on January 3, 2025. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Gregory Desir, Procurement Specialist III
City of San Antonio, Finance Department – Procurement Division
Gregory.Desir@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Questions submitted and the City’s responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent’s proposal. Such additional information must be provided within two (2) business days from City’s request. During interviews, if any, verbal questions and explanations will be permitted. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than five (5) people of Respondent’s choosing and subject to City’s approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration.

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

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

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

A. Development Experience (15 points):

B. Non-Profit Status (10 points):

C. Gap Request, Project Readiness, and Underwriting Review (15 points):

D. Unit Specifications, Construction Priorities, Equity, Location Priority, Project Site Plan and Timeline and Sustainability (15 points):

E. Displacement and Resident Protections, Amenities/Resident Services (10):

Location Priorities:

Funding will prioritize areas with strong access to transit, public transportation and trail systems, areas within the urban core, (RFP Exhibit 14), areas with high to moderate equity scores (RFP Exhibit 10), regional centers, economic corridors (near employment, full-service grocery stores, health services and facilities, neighborhood-serving amenities and institutions, cultural assets and essential services), and areas that are consistent with adopted city plans and investments.

New construction will be prioritized in the urban core, specifically within the Community Revitalization Action Group (CRAG) Area. Please see **RFP Exhibit 14** for more information on the CRAG.

F. Affordability (30 points):

G. Veteran-Owned Small Business (VOSB) Preference Program (5 points):

Five (5) evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one (1), more than one (1) or no contract(s) in response to this RFP.

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

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

City reserves the right to accept one (1) or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

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

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; their spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or

- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Bidder warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to Office of the City Clerk, City Tower Concourse Level (C), 100 W. Houston, San Antonio, Texas, 78205. Do not include these forms with your proposal. The Procurement Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	December 10, 2024
Pre-Submittal Conference:	December 20, 2024 @ 11:00 a.m., Central Time
Final Questions Accepted:	January 3, 2025 @ 4:00 p.m., Central Time
Proposal Due:	January 24, 2025 @ 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled event, Respondent must provide a completed Certificate(s) of Insurance to CITY's Neighborhood and Housing Services Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Neighborhood and Housing Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Aviation Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.

e) Independent Contractors* f) Damage to property rented by you*	*f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence..
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional services.
6. Umbrella Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property
<u>*7. Environmental Insurance – (Contractor’s Pollution Liability (Claims-made coverage)</u>	<u>\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.</u>
<u>8. Builder’s Risk</u>	<u>All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.</u>
<u>*9. Employee Dishonesty Liability</u>	<u>Award amount</u>
<u>*If Applicable</u>	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Respondent must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Neighborhood and Housing Services Department
100 W. Houston St.

Respondent's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

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

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

Respondent and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

RFP EXHIBIT 2 INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone

for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 3

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form as **Attachment D**.

RFP EXHIBIT 4

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 5

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees;
and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 7

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

RFP EXHIBIT 8

HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a 15 minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 9

UNDERWRITING STANDARDS

Underwriting Overview

In reviewing proposals for funding under this RFP and keeping with prudent business practices and perspectives gained from federally funded programs administered, the City's underwriting framework includes evaluations of:

- **Regulatory requirements** applicable to the project, including compliance (or ability to become compliant) with the HOME and CDBG regulations and applicable underlying requirements of the Texas Local Government Code;
- **Market risk**, including whether or not sufficient demand exists for the project, the anticipated sales/absorption period, and whether general economic conditions and other competition supports a conclusion that all units can be sold within required timeframes;
- **Developer risk**, focusing on whether the owner/developer (including but not limited to the underlying owners of special purpose entities) have the technical capacity to develop, market, and sell the property and the financial capacity to safeguard public funds and backstop the project in the event of poor financial performance; and
- **Project risk** (or "financial underwriting"), testing the economic and financial projections for the transaction including both sources and uses as well as the projections of likely sales proceeds and their uses. This includes confirmation that all sources of project financing are available, commercially reasonable, and have been appropriately maximized prior to entering into a binding sales and/or funding agreement related to a proposed project.

Market Assessment

The City's approach to market assessment of for-sale proposals will generally vary based on whether the Respondent is proposing a "pre-sale" or "spec building approach."

Pre-sale Approach: Some developers use a pre-sale approach whereby they identify specific buyers for a given unit prior to beginning construction. This may involve the buyer having formally signed a purchase agreement (subject to appropriate approvals by the City) for the unit or may involve other less binding reservation agreements.

In such cases, to assess the market for the units proposed, the City will primarily review:

- Information about the specifically identified buyers, focusing on their pre-qualification information suggesting they are income eligible, able to meet the City's Homebuyer Underwriting Standards (including their ability to qualify for an acceptable first mortgage as applicable), and the formality of the "pre-sale" arrangement; and
- Information about "excess" pipeline of potential buyers currently working with the developer. This may include formal waiting lists of similarly pre-qualified buyers, lists of interested Respondents who are at earlier stages of the pre-qualification process (e.g. individuals who have completed counseling but are not yet pre-qualified for a mortgage, those who are participating in homeownership and/or similar financial counseling and working through credit issues, etc.)

Key Evaluation: In general, when a unit is presold, the primary market risk to address is the potential that a given buyer will “fall out” and need to be replaced. This can happen for reasons ranging from a buyer losing a job, getting sick, receiving a new job outside the region, or backing out of the purchase for some other reason. When the developer has a strong track record of closing with originally identified buyers, the City will expect a waiting list of pre-qualified buyers beyond the buyers specifically tied to the project’s unit(s) half the number of units under construction (rounded up to a whole number). For example, if a developer is proposing to build six units, then the waiting list must have at least three additional prequalified buyers.

For situations where the pipeline is made up of potential buyers who are in earlier stages of the process but not fully prequalified, the City will expect to see a higher ratio of documented pipeline to proposed units. This may be based on a review of the developer’s track record of converting its potential buyer pipeline to closings. Alternatively, absent a waiting list of pre-qualified “backup” buyers, the City may require submission of market data as outline in the “Spec Building” section below.

Respondents must prepare and submit an analysis of the market for the proposed project. Developers may engage their real estate agent or another qualified party to help assemble the information.

The assessment must:

- Identify the neighborhood market area in which the project is located. This may involve existing, recognized neighborhood boundaries or other relevant boundaries such as jurisdictional or school district lines, major traffic corridors, natural features like rivers, etc. It may also involve recognized “neighborhood” or “submarkets” commonly used in the area Multiple Listing Service (MLS).
- Itemize and summarize residential sales from the past year. Sales should be broken out, insomuch as possible, by owner-occupied vs. rental (investor owned), new vs. existing, and price range. Particular emphasis should be given to sales within +/- \$25,000 of the anticipated market value of the unit(s) being proposed by the Respondent. To the degree known, the following data must also be provided:
 - Number of bedrooms/bathrooms, sq. footage, other amenities, etc.
 - Original list vs. final sales price;
 - “Days on market” for each home sale should be listed and an average compiled;
 - City concessions offered or provided;
 - Cash sales vs. those financed with a mortgage;

Data should include all publicly disclosed sales, including any that may have been “for-sale by owner” or otherwise not listed through a realtor and/or identified in the MLS.

- Itemize and summarize current for-sale properties. Other than actual sales pricing, the same information for past sales must be provided for currently for-sale properties. Particular emphasis should be given to homes offered within +/- \$25,000 of the unit(s) being proposed.
- Identify and summarize the pipeline of homes under development, including the availability of “build to suit” lots with infrastructure already in place.

- Based on the information above, the assessment must calculate “months of supply” available for both residential homes in general and for those within +/- \$25,000 of the proposed unit(s).
- Evaluate the minimum income and buyer cash investment needed to purchase proposed units, taking into account prevailing mortgage lending parameters (e.g. rates, terms, mortgage insurance costs) and a front-end (or housing) debt to income ratio no more than 30%. This analysis should be completed for each “typical” unit type in the proposal. If special financing is being made available to eligible buyers, Respondents should provide clear descriptions of the unique features and evidence of the available of such financing (e.g. some banks making construction loans to developers will provide reduced rate purchase money financing to buyers of units).
- Provide an evaluation and summary of any pipeline of buyers currently working with the developer. This may include formal waiting lists of pre-qualified buyers who have reserved or otherwise expressed interest in the proposed units. It may also include lists of interested Respondents who are at earlier stages of the pre-qualification process (e.g. individuals who have completed counseling but are not yet pre-qualified for a mortgage, those who are participating in homeownership and/or similar financial counseling and working through credit issues, etc.). The Respondent should also describe the formality of any “pre-sale” arrangements in place with qualified buyers.

Key Evaluation: In general, the City will focus on whether the average days on the market competing (i.e., within a reasonable price range of proposed units) is less than 90 days and whether, as of the application, there is less than three (3) months’ supply of competing product available. The City will also consider whether sales volume and available supply has increased/decreased over shorter, more recent analysis periods. For example, if the total sales volume from the past year overall is strong but has markedly declined in the last 3-6 months, the City may take a more cautious approach. Additional consideration may be given to Respondents with a demonstrated history of cultivating strong buyer pipelines and achieving sales agreements prior to the completion of construction.

Developer and Development Team

In some cases, projects considered by the City may be owned by single-purpose, single-asset entities created to hold title of the development. For various purposes, including structuring necessary to comply with industry norms, the “owner” and “developer” of a project may be legally distinct entities, even if ultimately owned and/or controlled by the same underlying parties.

Developer Technical/Professional Capacity

In evaluating the capacity of the “developer” the City will use the term more loosely to refer collectively to the underlying corporate entities and individuals that will own and control any single-purpose development entity. Additionally, the City requires various guarantees and indemnities from all of the underlying corporate and individual owners of the various limited partnership or limited liability corporation entities involved in the ownership and development of the project.

Developers should demonstrate:

- Recent, ongoing, and successful experience with the development of similarly regulated affordable housing; and

- The presence of adequate staff, with specific experience appropriate to their role in the project, to successfully implement and oversee the project. This includes the assembly and oversight of the development team.

The City requires Respondents to provide descriptions of all for-sale projects completed in the last five years, including any under development and land held (or under option) for additional projects. The description should identify the number of units produced, total/average cost, sales prices/market values, and sales history including number of units sold, average (and maximum) time on the market from listing to sales contract, and typical income range of buyers. Developers should identify if any units developed took longer than six months between construction completion and executing a sales contract and whether any units were converted from for-sale to rental.

Respondents are also required to provide descriptions of the role played by specific staff members relative to the proposed project along with resumes or other similar information demonstrating experience appropriate to the assigned staff member's role.

Financial Capacity

Developers must also demonstrate the financial capacity to support the proposed project both during construction and lease-up as well during ongoing operations. This includes not just that the Respondent has sufficient financial resources but that it has adequate financial systems in place to appropriately manage project funding, accurately account for all project costs, and provide reliable reporting to the City and other project funders.

At minimum, the City will review audited financial statements, interim financial statements, and individual personal financial statements to ensure that:

- The “primary” development entity’s most recent audit must demonstrate compliance with Generally Accepted Accounting Principles (GAAP) and must not express material weaknesses in the entity’s system of internal controls or financial management systems;
- The developer’s net worth (including the un-duplicated net worth of other guarantors) is equal to at least 10% of the total development cost of all projects underway (i.e. those that have received funding commitments but may not have closed or started construction and those under construction but not yet sold); and
- The developer has net liquid assets (current assets less current liabilities) equal to at least 5% of the total development cost of all projects underway.

Development Team

The City will also review the capacity of the development team including but not limited to the general contractor, architect, engineer, market analyst, real estate agent, accountant, attorney, and any other specialized professionals or consultants.

As a whole, the development team should have the skills and expertise necessary to successfully complete and sell all units in the development. Insomuch as possible, on balance the development teams should have worked successfully on other projects in the past. That is, while a developer may identify new development team members from project to project, an “entirely new” team may present added risk.

Additionally, when using development team members from outside of the region, the City will consider whether assigned team members have recent local experience or have been supplemented with local professionals. This may be particularly important for design professionals and legal counsel.

In no case, may any owner/developer/Respondent or any member of the development team be a suspended, debarred, or otherwise excluded party under any local, state, or federal program.

Identity of Interest Relationships & Costs

Respondents must disclose all identity of interest relationships/contracts and/or costs involved in a transaction, including during the development period and following completion of the project prior to sale. The City reserves the right to review any such costs further to ensure they are reasonable and consistent with the costs expected from arms-length relationships.

An “Identity of Interest” (whether or not such term is capitalized) is any relationship based on family ties or financial interests between or among two or more entities involved in a project-related transaction which reasonably could give rise to a presumption that the entities may not operate at arms-length. The City will take a broad approach to defining identities of interest and expects all Respondents to err on the side of disclosure. That is, if there is any question about whether an identity of interest may exist, the relationship should be disclosed and explained to the City.

Beyond this general definition, an identity of interest relationship will be deemed to exist if:

1. An entity, or any owner of any direct or indirect ownership interest in such entity, or any family member of any such owner is also an owner, through a direct or indirect ownership interest, or an officer, director, stockholder, partner, trustee, manager, or member of the counterparty; or
2. Any officer, director, stockholder, partner, trustee, manager, member, principal staff, contract employee or consultant of an entity, or any family member of thereof, is an owner, through any direct or indirect ownership interest, or an officer, director, stockholder, partner, trustee, manager or member of the counterparty.

For purposes of this definition, “family member” means the spouse, parents or stepparents, children or stepchildren, grandparents or step-grandparents, grandchildren or step-grandchildren, aunts, uncles, parents-in-law, and siblings-in-law (or their children or stepchildren). It also includes any other similar relationship established by operation of law, including but limited to guardianship, adoption, foster parents, domestic partnerships, and the like.

Financial Analysis

As noted in the introduction, the City views underwriting as more than just the financial review of a project. However, a review of the underlying financial assumptions is still a critical and core part of underwriting. In reviewing projects, as a public funder the City must to balance two potentially competing perspectives.

Projects must be viable, that is they must have sufficient allowances for all costs to maximize the chances the project can meet or exceed its financial projections and thereby succeed in the marketplace. In other words, the project must represent a “safe” investment. However, taken to an extreme, “safe” or overly conservative projections can also result in a project that is over-subsidized and risks providing excessive returns to the owner/developer.

As a steward of very limited public funding for affordable housing, the City also needs to ensure that costs are reasonable, that they represent a “good deal” to the public, and that returns to the owner/developer are fair but not excessive. In seeking to balance these perspectives, the City has established the following review factors and principals.

Development Costs

In general, the City will review the entire project budget to determine reasonableness (which includes a determination as to whether all costs are reasonable yet that the budget is sufficient to complete and sustain the project). All line items, whether or not paid directly with federal grant funds, must be necessary and reasonable. Development costs should be listed in a line-item budget and avoid line items composed of various items.

The City will consider the cost of both specific line items as well as the total development cost on a per unit and per square foot basis, comparing costs to other projects from the City’s portfolio, similar projects in the region (such as those funded by TDHCA or other local governments), City-data from the Building Department, and/or third-party indices such as RS Means.

Selected Development Cost Items

Acquisition – Acquisition costs must be supported by an independent third-party appraisal prepared by a state-licensed appraiser. The purchase price must be at or below the as-is market value of the property. Standard closing costs from the acquisition may be included.

Architectural & Engineering Fees – In general, the City anticipates that Respondents will use “stock” house plans used in prior projects which may include minor variations to provide diversity in elevations. In such instances, architectural and engineering fees cannot exceed the following:

- Design services: 2% of total construction costs
- Supervision/Administration: 2% of total construction costs

For proposals anticipating the development and use of custom house plans, the City may consider higher limits on design services.

City Soft Costs – The development budget for each project must include **\$2,500 per unit** for the City’s internal project-related soft costs. Similar to lender due diligence or lender legal costs, the inclusion of soft costs allows the City to recoup its direct costs of underwriting, processing, closing, and monitoring the project prior to project completion. This identified allowance will be in addition to any required compliance monitoring that may be necessary as a result of the funding award.

In addition to the \$2,500 per unit soft cost allowance, the Applicant will be responsible for all costs related to closing the loan, whether or not closing occurs, including all title costs, recording costs, legal fees (including fees for City’s counsel), abstract fees, appraisal costs, environmental and historic property review, underwriting costs, and site and progress inspection fees (including fees for City’s inspector), survey costs, or such other costs associated with the funding. These costs will include the City’s expenses, (if any) that may be incurred subsequent to the closing. Expenses provided under this paragraph and incurred subsequent to the closing, but not escrowed at the time of closing, shall be the responsibility of the Applicant.

Construction Interest – Any budgeted line item for construction interest must be supported by development period cash flow projections, modeling the actual expenditure of development costs and the anticipated pay-in of construction loans, equity, federal grant funds, and other construction period sources as well as the anticipated timing of sales to eligible buyers.

Contingencies – Respondents should include a contingency (inclusive of hard and soft costs) within the minimum and maximum amounts noted below. The contingency will be measured as a percentage of hard costs (including the construction contract plus any separate contracts for off-site work but excluding contractor fees).

- New construction projects should include a contingency of least 3% and no more than 7% of hard costs;
- Acquisition/rehabilitation projects, including adaptive reuse projects, should include a contingency of at least 5% and no more than 10% of hard costs.

The City may consider higher contingencies based on identified risk factors such as the known need for environmental remediation or poor subsurface soils.

Contractor Fees – Contractor fees are limited as a percentage of net construction costs as further identified below. Net construction costs exclude the contractor fees, any budgeted contingency, and (even if otherwise included in the construction contract) permits and builder's risk insurance.

- **Contractor Profit:** 6% of net construction costs
- **General Requirements/General Conditions:** 6% of net construction costs. General requirements include on-site supervision, temporary or construction signs, field office expenses, temporary sheds and toilets, temporary utilities, equipment rental, clean-up costs, rubbish removal, watchmen's wages, material inspection and tests, all of the builder's insurance (except builder's risk), temporary walkways, temporary fences, and other similar expenses.
- **Contractor Overhead:** 2% of net construction costs.

With prior approval of the City, contractor fees may vary from the limits above provided the gross contractor fees do not exceed 14% of net construction costs.

Developer Fees – Developer fees are intended to compensate a developer for the time and effort of assembling a project, overseeing the development team, and carrying a project to fruition. Developer fees are also intended to compensate for the risk inherent in the development process, including that not every potential project proves viable and that developers must necessarily advance funds for their own operating costs and various third-party predevelopment costs prior to closing (or in some cases for projects that never proceed). The City, therefore, allows the inclusion of developer fees as follows:

- **Developer Fee:** Developer fees will be calculated as a percentage of total development costs less a) the developer fee itself; b) organizational expenses and/or syndication fees/cost (including any investor due diligence fees); c) construction interest; and d) closing costs traditionally paid from sales proceeds at closing (e.g. realtor's commissions, transfer taxes and fees, etc.). Developer fees should be limited to 15% of the total development costs.
- **Combined Contractor & Developer Fees:** When an identity of interest exists between the owner/developer and the general contractor, the combined total of contractor fees and developer fees cannot exceed 20% of total development costs less the developer fee.

In some cases, developers may delegate some of its responsibilities to third-party professionals or consultants. This may include contracting specific tasks – such as construction oversight of the builder

or specialized consulting related to applying for or structuring various financial incentives. The costs of engaging such professionals, whether they are third-parties or identity of interest relationships, must be paid from (and if separately itemized will be counted against) the allowable developer fee.

Realtor Commissions – Realtor commissions, paid from the proceeds of sale, cannot exceed 6% of the sales price.

Projecting and Using Sales Proceeds

The City will review an Respondent's projection sales proceeds to ensure they are reasonable and achievable. All units must be sold at the fair market value as determined by an "as-completed" or "subject to completion" appraisal completed by an independent state licensed appraiser. Developers shall submit such an appraisal prior to project commitment, and the City may require an updated appraisal prior to listing or construction completion if the appraisal is more than six (6) months old at that point. Any reductions in list or sales price below the City-approved appraised value must be approved in writing by the City and will generally require updated market information justifying the reduction.

While all units are to be sold at fair market value, actual sales proceeds available to repay interim construction sources are driven by the buyers' purchasing power (the mortgage they can actually afford). In some cases, a portion of the federal grant funds originally advanced toward development costs may effectively be "transferred" to income-eligible buyers in the form of second mortgage assistance at closing to bridge the funding gap. In other words, the buyer will assume a portion of the public construction loan made to the developer at closing in lieu of the developer repaying the construction loan in full.

As a result, the gross sales proceeds will generally be the lesser of the sales price or the buyer's mortgage amount and cash investment (minus the buyer's closing costs). From the sales proceeds, developers must:

- Pay closing costs (e.g. real estate commissions and other closing fees). These are paid at closing from sales proceeds rather than being directly disbursed by the developer;
- Repay interim construction sources. This may include construction loans from a bank or City-approved equity invested by the developer;
- Pay any outstanding development costs. In limited cases, the contractor may be owed a final payment or other miscellaneous development costs may be outstanding and paid at closing from sales proceeds. Any such arrangement must be disclosed to and approved by the City prior to closing; and
- Pay developer fee. The City requires that the developer fee be paid exclusively from the proceeds of the sale to income-eligible buyers.

In most cases, the remaining sales proceeds available after payment of these items is less than the original investment made by the City. For project otherwise meeting all requirements of the program, the City will accept the remaining sales proceeds as full and final payment of the construction loan provided to the developer.

Other Funding Sources

Prior to committing funds, all other funding sources necessary for a project must be identified, committed in writing, and consistent with the both the City's underwriting requirements and the

affordability restrictions of the HOME and CDBG funding programs. In general, developers must make all reasonable efforts to maximize the availability of other funding sources, including construction lending and/or developer equity, within commercially available and reasonable terms.

Additionally, restrictions or limitations imposed by other funding sources cannot conflict with any applicable federal requirements and cannot, in the discretion of the City, create undue risk to the City.

Exceptions and Interpretation

The City has developed these guidelines for several reasons. Generally, they are intended to provide clarity to Respondents on what the City expects and transparency regarding the proposed projects. However, the City recognizes that it cannot pre-emptively identify every possible special circumstance that may warrant an exception to its general requirements, nor can it identify every possible “loophole” whereby a creative presentation of costs or other projections might subvert the general need to balancing of viability and reasonable returns, risk to the City and public benefit.

Consequently, the City reserves the right to waive specific underwriting criteria for specific projects when, in its sole discretion, the purposes of the program can be better achieved without taking on undue risk. When waiving any given requirement, the City may impose additional special conditions or business terms that are not otherwise typically applied to all projects.

For administrative ease, the City may also align its underwriting standards with those required by other public funders involved in a given transaction, particularly if those standards are more restrictive or conservative than the City’s. However, the City retains the right, in its sole discretion, to decide whether to accept alternative standards.

The City also reserves the right to reject any element of a transaction that, despite not being specifically prohibited, was not anticipated by these guidelines or such an element or business term otherwise creates unacceptable risks, excessive returns to the owner/developer, or otherwise undermines the public purposes of the City’s program.

Insomuch as is reasonable, the City will update and clarify these guidelines over time to account for exceptions, waivers, or additional restrictions it imposes.

RFP EXHIBIT 10

EQUITY ATLAS



The Equity Matrix is an online interactive tool developed by the Office of Equity and Planning Department that highlights the demographics, disparities and some infrastructure distribution within the city.

Using two demographic variables; race and income, the City has designed a simplified Equity Matrix that focuses on breaking points above and below the citywide averages for those demographic variables.

WHY CREATE AN EQUITY ATLAS

The Equity Atlas is one of the tools that city staff, community members, partners, and other decision makers can use to help ensure that they are making data-informed decisions that address disparities across a variety of indicators and improve access to opportunity for all San Antonio residents. In addition, we hope that the tool is used to help government and community partners make San Antonio a more inclusive and equitable city to live, learn, work and play.

Race

Each scored category represents 20% of the total population of the City of San Antonio. The total population of the census tracts included for this analysis is 1,474,944 people.

- A score of 5 indicates the percent people of color is between 92.50% - 99.71%.
- A score of 4 indicates the percent people of color is between 83.59% - 92.36%
- A score of 3 indicates the percent people of color is between 72.05% - 83.42%
- A score of 2 indicates the percent people of color is between 56.98% - 72.04%
- A score of 1 indicates the percent people of color is between 20.77% - 56.91%

Income

Each scored category represents 20% of the total population of the City of San Antonio. The total population of the census tracts included for this analysis is 1,474,944 people.

- A score of 5 indicates the median household income is between \$11,360 - \$35,900
- A score of 4 indicates the median household income is between \$35,981 - \$42,377
- A score of 3 indicates the median household income is between \$42,594 - \$55,351
- A score of 2 indicates the median household income is between \$55,543 - \$75,278
- A score of 1 indicates the median household income is between \$76,105 - \$148,654

Combined Score & Map Legend

The scores that range from 2 to 10 are a combined score of the race and income, indicating that the higher the number, the higher the concentration of both people of color and low-income households in that census tract. This essentially means that more points are assigned to a census block that has a higher than citywide average concentration of people of color and/or people below the average for median family income.

This map displays the ten Council Districts of the City of Portland, Oregon, each color-coded and labeled: Council District 1 (blue), Council District 2 (light blue), Council District 3 (yellow), Council District 4 (light green), Council District 5 (green), Council District 6 (orange), Council District 7 (light orange), Council District 8 (red), Council District 9 (dark red), and Council District 10 (dark orange). The map includes numerous numbered points representing various facilities and features, such as parks, recreation, and open spaces (green squares), public health and safety facilities (red squares), municipal and cultural facilities (red circles), streets, bridges, and sidewalks (black lines), drainage and flood management (black lines), and parks, recreation, and open spaces (green squares). A legend in the bottom right corner provides a key for these symbols and a color-coded scale for equity scores, ranging from dark green (Rank 12: Very High) to dark red (Rank 2: Very Low). The map also shows major roads, water bodies, and other geographical features.

RFP EXHIBIT 11

UNIVERSAL DESIGN GUIDELINES

Posted as a separate document. Respondents should consult the document for important information for their proposal.

RFP EXHIBIT 12

BSAG SINGLE FAMILY NEW CONSTRUCTION

Posted as a separate document. Respondents should consult the document for important information for their proposal.

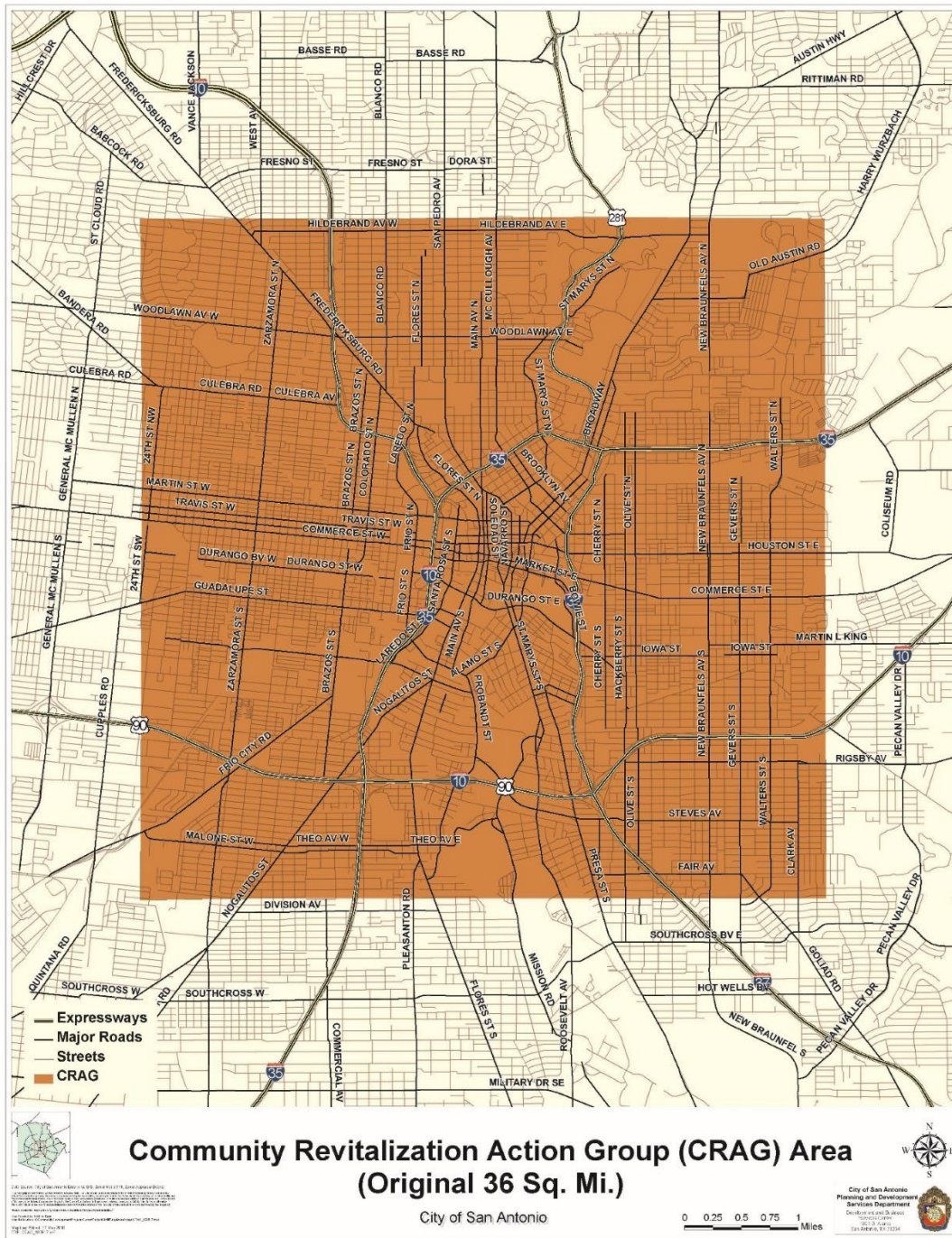
RFP EXHIBIT 13

SOLICITATION RFX GUIDE

Posted as a separate document. Respondents should consult the document for important information for their proposal.

RFP EXHIBIT 14

COMMUNITY REVITALIZATION ACTION GROUP (CRAG) AREA



016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent _____ Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal _____ Address: _____

City: _____ State: _____ Zip _____ Code: _____

Telephone _____ No. _____ Fax _____ No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns)

DUNS _____ NUMBER: _____

Unique Entity ID (generated by SAM.gov): _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any:

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked list business structure: _____

Printed Name of Contract Signatory:

Job Title:

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile." Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last ten (10) years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip _____ Code: _____

Telephone _____ No. _____ Fax _____ No. _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

—

—

—

List Related Companies:

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip _____ Code: _____

Telephone _____ No. _____ Fax _____ No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ____ No ____

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes ____ No ____ If "Yes", provide registration number. If "No", please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.

5. Where is the Respondent's corporate headquarters located? _____

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ____ No ____ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ____ No ____ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ____ No ____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

—

—

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

—

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ____ No ____ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

—

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

12. Financial Review: Is your firm publicly traded? Yes ____ No ____ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) references below and three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. References MUST be from outside of the City of San Antonio, City of San Antonio references will not be accepted.

Reference No. 1:

Firm/Company Name

Contact Name: _____ Title:

Address:

City: _____ State: _____ Zip Code:

Email:

Telephone No. _____ Fax No:

Date and Type of Service(s) Provided:

Reference No. 2:

Firm/Company Name

Contact Name: _____ Title:

Address:

City: _____ State: _____ Zip Code:

Email:

Telephone No. _____ Fax No:

Date and Type of Service(s) Provided:

Reference No. 3:

Firm/Company Name

Contact Name: _____ Title:

Address:

City: _____ State: _____ Zip Code:

Email:

Telephone No. _____ Fax No:

Date and Type of Service(s) Provided:

RFP ATTACHMENT A, PART TWO

DEVELOPMENT EXPERIENCE

City is interested in the Developer and/or Development Team's previous experience on residential single-family projects, including relevant experience in the design and implementation of developments similar to the proposed development, capacity to undertake new or additional projects, and development and operation of other comparable commercial and public projects. The City is seeking to verify that the project will be undertaken by a project owner/developer and property manager with a demonstrated track record and personnel experienced in completing quality affordable housing for homeownership and has a pipeline of eligible buyers who are interested in the homes in the neighborhood and buyers who are credit and income qualified.

- Clearly distinguish the experience of the Applicant (including joint venture partners) from that of other Development Team members.
 - Provide an organizational chart identifying all team members and their reporting relationships and identify the contractual structure of the Applicant (e.g., joint venture, partnership, etc.), including percentage of ownership and responsibilities.
 - List three (3) examples of comparable housing development projects that have been completed by the Developer and/or Development Team in the past ten (10) years, and one (1) additional project that evidences the overall experience, capacity, and strength of the Developer and/or Development Team. Include a picture of the development's interior and exterior. Include a description of how previous projects were developed to complement surrounding neighborhoods and how community support was obtained. No more than one page per project.
1. Description of Applicant: Provide an accurate and thorough description of the Respondent. Include the names of principals, CEO, and/or executive director or equivalent, home office location, number of employees, sales and development volume in dollars per year for the last five (5) years and all office locations.
 2. Management and Development Team: Identify the role and submit the resumes of the current key individuals who will be involved in the development of the project.
 3. Partnerships: Identify any partnerships, including non-profit, Public Housing Agencies and/or Public Finance Corporations involved in the development or operations of the project.
 4. Relevant Experience: Applicant must list and detail previous relevant experience with respect to the development and operation of other commercial and public projects, clearly distinguishing the experience of the Builder/Developer (including joint venture partners) from that of other team members. Completed projects comparable to the current proposal should receive particular attention. For each project identified, Applicant must provide the following information:
 - o Identification: Project name and type of development. If the Builder/Developer and/or Development Team differs from the identity of the current Applicant, please specify.

- o Location: Location, including address and photographs of the project.
- o Timeline: Submission of the project development timeline from acquisition of the Property to completion of construction.
- o Development Cost: Description of the development cost. Include a brief explanation of the approach used to finance the project, identifying financing sources.
- o Public Involvement: Description of any community involvement in the project, including the role of the development entity, involvement of the residents and community groups/organizations, and unique challenges of the project.
- o Public Entities: Identification of involved public/government entities other than the City. Provide references and contact information.
- o Funding: All sources and uses of funds are clearly indicated. Sufficient evidence of funding availability and/or commitments are included.
- o Prior performance with CDBG/HOME funds includes evidence that project timelines were met, monthly reports were submitted timely, respondent met compliance monitoring requirements, and funds were expended in accordance with funding agreements.

In the case that a Builder/Developer and/or Development Team does not meet the requirements noted above, projects under construction or fully funded and pending construction may be substituted for completed projects for the City's consideration.

Also provide responses to the following questions:

1. Provide a concise and detailed description of the proposed development project.
2. Describe local partnerships and/or state support for the proposed development project.
3. Describe the experience of the Development Team, including its composition, and positions held by full-time employees, and identify those on the team with at least five years of experience in their current capacity.
4. Describe how the organization and development team will ensure the best representation of the racial and economic demographics of the community where the project(s) is/are proposed. If applicable, include how the organization works towards better serving and providing services that are more equitable to racially and economically underserved populations both within and outside San Antonio.
5. Describe the non-profit status of the organization or partnership applying for funding. Refer to Section 012 of the RFP document for additional details. If not a non-profit, respond as "Not Applicable" to this prompt.
6. Provide the estimated sales price(s) for the affordable homes and describe the process for determination of these prices.
7. Describe whether a fee waiver has been sought through CCDO or SAWS for this proposed project. Include dates, status, and amounts.
8. Describe in detail the strategy and plan to market the proposed development. Be sure

to incorporate how the Affirmative Fair Housing Marketing Plan will affect this and how the marketing and outreach can successfully eliminate or mitigate barriers to residents of these communities near the proposed project.

9. Describe any innovative design characteristics that the development will have. This could include but is not limited to, high reflectance (white) roofs, installation of new energy efficient appliances, long-lasting building materials, enhanced accessibility features (i.e. grip bars in bathroom, ramps, special devices for the hearing impaired, etc.), or other innovative ideas.
10. Describe the homebuyer/homeowner selection process for this project, including the number of households to be served and the market demand being addressed.

RFP ATTACHMENT A, PART THREE

NON-PROFIT STATUS

A non-profit organization is a group organized for purposes other than generating profit and in which no part of the organization's income is distributed to its members, directors or officers. Non-profit organizations must be designated as nonprofit in its certificate of formation and may only pursue purposes permitted by statutes for non-profit organizations.

The City will consider and award up to ten (10) points for responses received from non-profits and public entities (including public government) based on the following eligibility criteria:

- **“Non-profit status” includes public entities (including public government) and non-profit organizations (501(c)(3)) or (501(c)(4)) to include charitable, benevolent, social association or faith organizations.**
- **Organizations must be in existence for at least one (1) year as of the closing date for applications/proposals.**
- **501(c)(3) or 501(c)(4) agencies must provide their currently valid Internal Revenue Service letter of tax-exempt status and a copy of their most recent IRS 990 or a statement from a State taxing body, State Attorney General or other appropriate State Official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals; or a certified copy of the organization’s certificate of incorporation or similar document that clearly establishes nonprofit status; or a reference to the applicant organization’s listing in the Internal Revenue Service’s (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) or (501(c)(4) of the IRS Code.**
- **Non-profit organizations in existence for at least one (1) year as of the proposal due date who are unable to provide valid Internal Revenue Service 501(c)(3) or 501(c)(4) tax-exempt status, or a 990 filing from within the past calendar year, may provide evidence of non-profit status by submitting articles of incorporation evidencing it is organized and operated exclusively for exempt purposes set forth in section 501(c)(3), financial statements from the most recent fiscal year to validate gross receipts of less than \$50,000 and the most recently filed IRS annual reporting requirement (e.g., electronic notice [e-Postcard]).**

Joint Venture, Co-Respondent or Partnership submissions between non-profit organizations and for-profit entities may receive prorated points, up to ten (10) points for this criteria.

For-profit respondents that intend to subcontract with a nonprofit entity will not be eligible for the ten (10) points. The primary respondent must be a non-profit in order to receive the ten (10) points.

NOTE: Respondents are required to submit documentation to substantiate that the requirements of a Non-profit have been met.

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE RESPONDENTS’ DESIGNATION AS A NON-PROFIT ENTITY.

THE RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A NON-PROFIT. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE/CO-RESPONDENT/PARTNERSHIP, EACH NON-PROFIT THAT IS A MEMBER OF THE JOINT VENTURE/CO-RESPONDENT/PARTNERSHIP SUBMISSION MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE/CO-RESPONDENT/PARTNERSHIP. Joint Venture/Co-Respondent/Partnership means a collaboration of business or non-profit entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned/governed and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each partner shares in the management of the joint venture/co-respondent/partnership and also shares in the profits or losses/surplus or deficits of the partner enterprise commensurately with its contribution to the venture.

PLEASE STATE NON-PROFIT ENTITY'S PERCENTAGE OF FUNDING REQUESTED WHICH WILL BE PAID FOR WORK COMPLETED UNDER THIS CONTRACT: _____%

SUBMIT A COPY OF THE JOINT VENTURE/CO-RESPONDENT/PARTNERSHIP AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE AGREEMENT. NO NON-PROFIT STATUS POINTS WILL BE ALLOCATED TO A JOINT VENTURE/CO-RESPONDENT/PARTNERSHIP THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME / NUMBER:

Name of Non-Profit Entity:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is Respondent seeking Non-Profit Status points?	Yes	No	
Is required documentation provided?	Yes	No	
If submitting as a joint venture/co-respondent/partnership, has a percentage of work being completed by the Non-Profit Entity been identified?	Yes	No	

ACKNOWLEDGEMENT

I certify that my responses and the information provided on this Non-Profit Status Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Non-Profit Status Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated.

RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Respondent

(Signature) Authorized Representative of Respondent

Title

Date

This Non-Profit Status Form must be submitted with respondent's proposal response.

RFP ATTACHMENT A, PART FOUR

GAP REQUEST, PROJECT READINESS AND UNDERWRITING REVIEW

Respondent must be able to establish and demonstrate that it has access to financial resources such as the ability to raise debt and equity capital to purchase, develop and complete the development in a professional and timely manner. Proposals that do not meet this consideration will not be considered.

GAP REQUEST

In evaluating the proposal, the City and its Underwriter will review and consider the financial gap request. The reimbursable gap request is to be provided on RFP Attachment A, Part 7 and in the Pro Forma, RFP Attachment A, Part 9, Part 11.

PROJECT READINESS

In evaluating the proposal, the City and its Underwriter will take into consideration the timeline in which the development's financing will be ready to close, including specifics related to leverage funding expiration dates to help prioritize projects. **No more than one (1) page for this section.**

A development with 1-30 units must be complete with two (2) years of the date of contract execution. The City requires that the successful Applicant obtain a Certificate of Occupancy for the proposed project within that two-year time frame and obtain the Building Permit for construction of the project and break ground within three (3) months unless otherwise approved by the City in writing at their sole discretion.

A development with 31+ units must be complete within two and a half (2.5) years of the date of contract execution. The City requires that the successful Applicant obtain a Certificate of Occupancy for the proposed project within that two-year time frame and obtain the Building Permit for construction of the project and break ground within nine months, with a priority for six (6) months, unless otherwise approved by the City in writing at their sole discretion.

UNDERWRITING REVIEW AND FINANCIAL CAPACITY

In evaluating the proposal, the City and its Underwriter will consider both the overall financial capacity and track record of the Respondent as well as the viability of the anticipated financing plan, along with the gap request. The City understands that a complete underwriting review cannot take place until detailed plans/specifications and firm commitments for other financing options are in place, but an initial high-level underwriting review will be performed. Among other items, in reviewing and scoring the initial RFP submission, the City will evaluate the preliminary pro forma provided in each proposal for consistency with its underwriting criteria, evidence that the Respondent is maximizing the use of other available sources and whether the financing approach is commercially reasonable and viable within the present market.

In order to demonstrate access to equity capital and financing resources to carry out the proposed project, each proposal must provide the information listed below. [Note: The City recognizes that under certain circumstances, this information could be construed as confidential and sensitive.

Therefore, the City will treat this portion of the submission as confidential, to the extent that it is not already public and to the extent allowed by law. As such, information considered by the Respondent to be confidential, should be stamped "CONFIDENTIAL" in all capital letters on each page.]

This information should be attached to Developer Background Narrative in Attachment A, Part 14:

1. Portfolio: Composition of current real estate portfolio, see attached Excel file Schedule of Real Estate Owned, RFP Attachment A, Part 12.
2. Financing Commitment History: Previous three (3) year history in obtaining financing commitments, including at minimum the type of project, financing source(s), and amounts committed.
3. Pending Projects: A listing and description of all pending projects under enforceable funded contracts, including status, development schedule and financial commitment required of the Respondent. Also provide a description of the project financing method, sources and amounts and indicate any working relationship on other projects with members of the development team proposed for the subject Property.
4. Sources of Debt and Equity Capital: The identity and description of the specific sources of debt and equity capital, including relationships to the Respondent (e.g., outside lender, parent company) and contact information.
5. Funding Source Action: Fully disclose whether any funding sources or financial institutions have threatened to take or have taken any adverse action against the Respondent or joint venture partner, such as terminating or restricting the use of funds, within the past five years.
6. Legal Action: A description of any threatened, pending or past legal action against Respondent, its principals and associates within the last five (5) years including, but not limited to, legal action resulting from charges of financial misconduct or impropriety against the Respondent, its principals or associates. Additionally, provide a description of all notices of termination and claims of damage received on all projects within the last five years. Describe all claims on performance and payment bonds received by Respondent, its principals and associates within the last five years. Also include a description of any outstanding liens of the Respondent.
7. Bonding Capacity: A description of Respondent's bonding capacity and any claims of default or termination within the last five (5) years.

RFP ATTACHMENT A, PART 5

DESIGN PRIORITIES AND SUSTAINABILITY

FLOOR PLANS AND ELEVATIONS

Provide floor plans, elevations, finish outs, listing price and estimated final sales price for the proposed homes to be sold. Each proposal must provide a conceptual plan for the development, including a sample of a rendering done for a similar project. The development concept must include:

- Total preliminary size of development, in square footage
- Preliminary drawings (to scale and dimensioned) of the following:
 - Site Plan – including flatwork and landscape design
 - Floor Plans – including interior finish schedule
 - Elevations (4 sides) – including exterior finish callouts
- Additional drawings (optional) – m.e.p. plans, sections, interior elevations (kitchen, baths, etc.)
- An explanation of the project's scale and mass relative to the surrounding developments.
- Sample renderings or conceptual drawings of a project previously completed that illustrates potential elevation of proposed structures, a description of the palette of the building and landscape materials used.
- A short-written summary of the marketing plan to the surrounding neighborhood. The City is requiring at minimum a mailer be mailed all residences within to 1-mile radius of the home for sale.

Please be sure to review **Single-Family Design Guidelines in RFP Exhibit 12**, if constructing single-family detached housings.

TIMELINE

Provide a complete design and construction schedule for the project, including approvals from other entities involved, construction, marketing, and absorption of the buildings proposed. Include detail on phasing, if applicable.

CONSTRUCTION PRIORITIES

1. Is your project providing 100% of units with universal design (meeting or exceeding as defined by the Unified Development Code), RFP Exhibit 16, with a minimum of one ADA compliant pedestrian route to each unit when technically feasible?

Yes ____ No ____

If not please explain:

Is your project providing the following?

1. Creating walkable, well-lit, safe, and ADA-accessible pathways to public transit options
Yes ____ No ____

Designing housing units with children and multi-generational households in mind, including but not limited to outdoor play areas, green spaces, recreational areas, and safety?

Yes ____ No ____

2. Creating building designs that prioritize energy efficiency, sustainable water reduction features, resilient building and weatherization practices, residential storm water control features, and/or other innovative and bold strategies to reduce the environmental impacts of development and lower energy costs for residents? Yes ____ No ____

3. Integrating high-speed, reliable, and affordable internet and mobile infrastructure into design plans? Yes ____ No ____

4. Does the development plan to contribute or utilize materials from the City's the City's Material Innovation Center?

Yes ____ No ____

If yes, please explain:

SUSTAINABILITY

The successful Applicant is encouraged to support the green building objectives of the SA Tomorrow Sustainability Plan the SA Climate Ready Plan by being required to meet Level 2 Certification from Build San Antonio Green (BSAG) or equivalent, along with **prioritizing energy efficiency, sustainable water reduction features, resilient building and weatherization practices, residential storm water control features, and/or other innovative and bold strategies to reduce the environmental impacts of development and lower energy costs for residents and homeowners**. Demonstrate a systems thinking approach to project development and utilize an integrative (vs. conventional or linear) process. In the section below, please provide information regarding the sustainability goals of the proposed development. **No more than one page for this section. More information at: www.buildsagreen.org. See BSAG Checklist on RFP Exhibit 12 for more information.**

Certifications

Select the sustainable certification that will be obtained for this development:

- BSAG Single Family or Multifamily Program (BSAG's EV-Ready, Solar-Ready, Smart-Green, and/or Climate-Ready options available)
- LEED BD+C (Homes and Multifamily)
- LEED ND (Neighborhood Development)

Sustainable Development Practices

Select the sustainable development practices that will be implemented in this development:

- On-site or Off-site Renewable Energy (Solar PV, solar thermal, wind, solar ready, community solar, geothermal, etc.)
- Energy Efficient Roof Material (White Roofs, Cool Roofs, Three-year aged SRI of 65 or Be

- Electrification of heating and cooling equipment
- High Solar Reflectance Roofs (Min. 50% of Building Footprint)
- Enhance connections to transportation, especially active and transit options.
- ▪Cool and solar reflective surfaces, such as roofs and pavement
- Demonstrate/annotate the use of sustainable building materials.
- Water Efficiency measures
- ▪Low Impact Development (Subject to Verification by SARA)
- ▪Drip-irrigation only
- ▪Bio Swales and Xeriscaping/SAWS Water Saver and/or Native Plant Materials (100% of Landscaped Area)
- Protect or restore native habitat at site.
- ▪Include a plan for waste management during the construction and demolition phase with a focus on deconstruction as approved by OHP.
- ▪"Dark Sky" Compliant Exterior Site Lighting
- ▪Enhance connections to transportation, especially active and transit options.
- ▪EV-Capable, EV-Ready, or EV-Charging
- Use of Environmental Product Declarations (EPDs) to identify and disclose the carbon intensity of construction material.

RFP ATTACHMENT A, PART 6 & 6a

DISPLACEMENT, LOCATION, AND EQUITY

DISPLACEMENT

Projects that receive funding will not cause direct, involuntary, permanent displacement of residents. Applicants to this RFP that receive funding must complete a displacement impact assessment **as part of Attachment A, Part 6a - Relocation Plan _a (posted as a separate attachment)**, and prioritize low to moderate equity areas. Priority will be given to projects with the least displacement impact.

PRIORITY HOUSING DEVELOPMENT LOCATION Funding will prioritize areas with strong access to transit, public transportation and trail systems, areas within the urban core, (RFP Exhibit 14), areas with high to moderate equity scores (RFP Exhibit 10), regional centers, economic corridors (near employment, full-service grocery stores, health services and facilities, neighborhood-serving amenities and institutions, cultural assets and essential services), and areas that are consistent with adopted city plans and investments.

New construction will be prioritized in the urban core, specifically within the Community Revitalization Action Group (CRAG) Area. Please see RFP Exhibit 14 for more information on the CRAG.

1. Project within ¼ mile proximity to major transit / public transportation system?*

Yes ____ No ____

2. Project in a Regional Center?

Yes ____ No ____

3. Project within ½ mile in proximity to an economic corridor(s)?

Yes ____ No ____

If yes, explain:

CITY COMMITMENTS & RESIDENT SERVICES Projects that make a committed effort to connect tenants with City Council and Voter Approved SA Ready to Work program will also be strongly prioritized. New construction will be prioritized in areas with low to moderate equity scores, with the exception of infill developments.

Yes ____ No ____

1. Did you take the SA Ready to Work Employer Pledge?

Yes ____ No ____

2. Did you Property Manager/Sales Manager sign up to be a SA Ready to Work Community Ambassador?

Yes ____ No ____

3. Will resident services and / or amenities be offered? (I.E. Homeowner sustainability and

finance courses, long-term support, career services, etc.)

If yes, explain:

Project Location Equity

Information on the City's Equity Atlas can be found as RFP Section 012.

Number of units in areas with Equity Score 1 - 3?

Yes _____ No _____

Number of units in areas with Equity Score 4 - 7?

Yes _____ No _____

Number of units in areas with Equity Score 8 - 10?

Yes _____ No _____

Number of units to be infill projects?

Yes _____ No _____

RFP ATTACHMENT A, PART 7

AFFORDABILITY

The successful Applicant must meet the affordable housing requirements set forth parameters of this RFP. The requirement for single-family homeownership is that all dwellings shall be affordable to residents earning up to 80% of the AMI prioritizing households making 60% and below of the AMI.

- Sustainability, as it translates to energy efficiency and long-term cost to the resident, will be considered with the affordability of a unit. Applicants should clearly identify how Sustainability Features contribute to the overall affordability of units offered (i.e. reduced energy bills).
- Scoring committee will take under advisement the gap request in terms of requested subsidy cost per unit in comparison to another Applicant's subsidy cost per unit.

Points will be awarded in this section at the **discretion of the committee**. Please see **RFP Section 004** for income limits when using CDBG and HOME funding.

RFP ATTACHMENT A, PART 8

DEVELOPMENT INFORMATION

Posted as a separate document.

ADDITIONAL REQUIRED ATTACHMENTS

ATTACHMENT A, PARTS 9 - 27

Attachment A, Part 9 - Development Budget & Pro-Forma

- o Development Budget should include all sources and uses for the entire project, as defined by HUD. This includes a materials line-item budget that is as detailed as possible including housing cost details and engineering/architecture estimates. Estimated costs for each individual housing unit should be able to be attributed on each line item of the development budget. Be certain to adequately budget for any impact fees expected with each property.
 - All development line items need to be listed individually with separate budget amounts attributed to each line item. Any line items that are too broad or are listed in large groupings will not be accepted. The City will remove those expenses from their underwriting and their evaluation of the gap funding necessary to complete the project. Respondent is advised to be as granular as necessary to avoid line items being misconstrued.
- o Pro Forma should be detailed including cash flow and draw schedule delineating costs attributed to this proposed funding and costs attributed to all other sources of funding.
- o An unlocked Excel spreadsheet is the preferable format for submitting these documents
- o Refer to RFP Exhibit 9 for further details on what will be reviewed during evaluation and underwriting.

Attachment A, Part 10 - Affirmative Fair Housing Marketing Plan for Single Housing:

Form Available on HUD website at: <https://www.hud.gov/sites/documents/935-2B.pdf>

Attachment A, Part 11 - Evidence of Site Control

- o All sites should be clear of any title issues, charges, or ties to former owners unless explicitly described in the site control document. Additional details can be provided in the executive summary responses.

Attachment A, Part 12 - Map of Project Site(s)

Attachment A, Part 13- Land Appraisals

Attachment A, Part 14 - Development Team Structure & Background Narrative

Attachment A, Part 15 - HUD Certification of Housing Counselor Certification & Counseling Plan

- o Note that all homebuyers are required to attend a HUD-certified, 8-hour housing counseling class, whether conducted by the Applicant or another entity. This should be incorporated into the Housing Counseling Plan.

Attachment A, Part 16 - Environmental Review(s)

Attachment A, Part 17 - Evidence of Zoning Conformance and/or Land Entitlements

Attachment A, Part 18 - Commitment Letters from all Funding Sources

Attachment A, Part 19 - Signed Architect and/or Engineering Estimates

- Should a substantive estimate on letterhead from engineering firm and ideally signed by a licensed engineer with their engineer's stamp and license number.

Attachment A, Part 20 - Architectural Renderings and Detailed Unit Floor Plans

- Provide detailed plans that include square footage, elevations, proposed lot sizes, floor plans, and proposed materials to be used, features included, etc.
- Include any design photos that show the final product.

Attachment A, Part 21 - Location, Site and Transit Amenity Map(s)

- Applicant can utilize Bing Maps (www.bing.com/maps) or Google Maps (www.google.com/maps) to determine actual distance between the nearest point of the project and the nearest point of the following amenities:
 - Is the project located within one mile of a public park?
 - Is the project located within one mile of a public transportation stop/station?
 - Is the project located within one mile of a full-service grocery store; (The grocery store is defined as offering a wide variety of fresh, frozen, canned and prepared foods, fresh meats, poultry, seafood, fresh fruits and vegetables, and a selection of baked goods, dairy products and household goods).
 - Is the project located within one mile of a community center, a senior center, or a book-lending library facility that serves the population residing in the proposed project area?
 - Is the project located within one mile of a hospital or medical clinic facility that serves the population residing in the proposed project area?
 - Is the project located less than a 20-minute commute from a major employment center where the population resides?
 - Is the project located within one mile of a public school?

Attachment A, Part 22 - Valuable or Unique Amenity Narrative

- Please adequately describe and/or provide any supportive documentation if the project has a unique location amenity that was a consideration in selecting the project location or if the project has an amenity deemed valuable by the residents in the area.

Attachment A, Part 23 - Waiting & Eligibility List

- As outlined in the [City of San Antonio Program Policies](#).

Attachment A, Part 24 - Units Built and Funding in Prior 5 Years

- Provide a table that includes the number of units built and sold per year for the past five years by the organization.
- Provide a table that lists all federal grant funds received for affordable housing projects within the past five years from either the City of San Antonio, Bexar County, or any other governmental entity.

Attachment A, Part 25 - Market Analysis

- The submitted proposal should address the current market demand within the area being served, the demographics of the area, evaluate the demand and capture rate, analyze market competition, and how that demand will be addressed with the proposed project.

The City recommends the Respondent address all the conditions related to the HUD regulations surrounding Market Assessments.

Attachment A, Part 26 - Letters of Support (if applicable)

Letters of Support from homeowner associations, neighborhood associations, neighborhood groups, state and local government representatives, etc

Attachment A, Part 27 - SAM Entity Registration Verification

- o No owner/developer/Respondent or any member of the development team be a suspended, debarred, or otherwise excluded party under any local, state, or federal program. Respondents must be registered with the System for Award Management (SAM) via <http://www.sam.gov/> and be issued a Unique Entity Identification Number (UEI #) that is able to accept federal grant funds. The respondent must submit proof of registration and non-debarment (non-exclusion) from receiving federal awards.

Attachment A, Parts 9 - 27 can be submitted as separate documents either singularly or combined. A description of the information required is provided on the attachment. Respondents may need to complete documents in PDF format or download a document from a web link to complete and submit a form document.

When submitting Application via the SAePS portal, Respondents must submit each attachment as a separate attachment, uploaded separately, and labeled with the appropriate attachment number, and name, as space allows.

ADDITIONALLY, due to SAePS file size constraints, Respondents may need to divide their Attachment if the attachment data file size exceeds 10 MB. For each Attachment exceeding 10 MB in file size, Respondent must label each subsequent attachment with its appropriate attachment number followed by consecutive letters beginning with the letter "A".

An example is shown below for Attachment A, Part 9 – Development Budget & Pro-Forma. If this attachment was a total file size of 40 MB, Respondent would divide the attachment into 4 separate 10 MB attachments labeled as follows:

Attachment A, Part 9_1 – Development Budget & Pro-Forma

Attachment A, Part 9_2 – Development Budget & Pro-Forma

Attachment A, Part 9_3 – Development Budget & Pro-Forma

RFP ATTACHMENT B

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at:

<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:

<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit:

<https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFP ATTACHMENT D

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT F

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

By submitting a proposal, electronically, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute legal documents in accordance with the details herein, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure Form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit all required information and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

As the legally authorized representative submitting this proposal and by signature below, Respondent acknowledges that they have received and read the entire RFP document and included each of the requested RFP attachments and agree, on behalf of Respondent, to be bound by the terms therein.

Respondent understands that by submitting this proposal that they agree to be bound by all federal requirements of this grant funding, specifically the mandated environmental review, underwriting requirements, labor standards compliance, and any other relevant federal, state, or local requirements.

Respondent further acknowledges they have received all addenda, and acknowledge that the Respondent shall be bound by the terms, conditions and requirements of this submitted application, all documents listed in the RFP Application, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council.

Respondent authorizes its financial partners to release project information to the City and authorizes NHSD to verify any application information, including financial information, as required to complete its due diligence.

If this application is approved for funding, the Respondent understands that the terms and conditions of the funding are subject to negotiation and are at the discretion of the Director of the Neighborhood and Housing Services Department (NHSD).

If this application is approved for funding, the Respondent will adhere to all relevant federal, state and local regulations, guidelines, policies, procedures and other assurances as required by the City.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that the contract to be awarded pursuant to this RFP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

RFP ATTACHMENT G

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.

Document	Initial to Indicate Document is attached to Proposal
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Development Experience RFP Attachment A, Part Two	
Non-Profit Status RFP Attachment A, Part Three	
Gap Request and Underwriting Review RFP Attachment A, Part Four	
Design Priorities and Sustainability RFP Attachment A, Part Five	
Displacement, Location & Equity RFP Attachment A, Part Six and Part 6a	
Affordability RFP Attachment A, Part Seven	
Development Information RFP Attachment A, Part Eight	
Development Budget & Pro-Forma RFP Attachment A, Part Nine	
Affirmative Fair Housing Marketing Plan for Single-Housing RFP Attachment A, Part Ten	
Evidence of Site Control RFP Attachment A, Part Eleven	
Map of Project Site(s) RFP Attachment A, Part Twelve	
Land Appraisals RFP Attachment A, Part Thirteen	
Development Team Structure & Background Narrative RFP Attachment A, Part Fourteen	
HUD Certification of Housing Counselor Certification & Counseling Plan RFP Attachment A, Part Fifteen	
Environmental Review(s) RFP Attachment A, Part Sixteen	
Evidence of Zoning Conformance and/or Land Entitlements RFP Attachment A, Part Seventeen	
Commitment Letters from all Funding Sources RFP Attachment A, Part Eighteen	
Signed Architect and/or Engineering Estimates RFP Attachment A, Part Nineteen	

Architectural Renderings and Detailed Unit Floor Plans RFP Attachment A, Part Twenty	
Location, Site and Transit Amenity Map(s) RFP Attachment A, Part Twenty-One	
Valuable or Unique Amenity Narrative RFP Attachment A, Part Twenty-Two	
Waiting & Eligibility List RFP Attachment A, Part Twenty-Three	
Units Built and Funding in Prior 5 Years RFP Attachment A, Part Twenty-Four	
Market Analysis RFP Attachment A, Part Twenty-Five	
Letters of Support (if applicable) RFP Attachment A, Part Twenty-Six	
SAM Entity Registration Verification RFP Attachment A, Part Twenty-Seven	
+Contracts Disclosure Form RFP Attachment B	
Litigation Disclosure Form RFP Attachment C	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment D	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment E	
+Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
+Signed Addenda, if applicable.	
One COMPLETE (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are signed prior to submittal of the proposal.



ADDENDUM I

SUBJECT: Affordable Single-Family Housing Development Gap Funding, (RFP 25-032, 6100018693), Scheduled to Close: January 24, 2025; Date of Issue: Tuesday, December 10, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: December 11, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **Modify: RFP Section 004, Scope of Services, page 5.**
2. **Modify: RFP Section 012, Evaluation of Criteria, page 26.**
3. **Modify: RFP Exhibit 9, Underwriting Standards, page 46.**
4. **Modify: RFP Attachment A, Part 6, Displacement, Location & Equity, page 73.**
5. **Update: Pre-Submittal Presentation, Evaluation Criteria**

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Affordable Single-Family Housing Development Gap Funding (RFP 25-032, 6100018693), Scheduled to Close: January 24, 2025; Date of Issue: Tuesday, December 10, 2024

FROM: Jessie Hinojosa
Procurement Manager

DATE: December 23, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On Friday, December 20, 2024, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Affordable Single-Family Housing Development Gap Funding. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: If a developer owns land, can I build on the land? How does the funding work and what scenario can it be used for? Is this a loan, a grant, does the City buy the housing?

Response: The City is seeking proposals from applicants that require gap funding to complete projects involving the development of new construction and/or rehabilitation of affordable single-family homes. After construction completion, the applicant would sell the properties to eligible low-income buyers who meet the requirements of the HOME and CDBG funding, as dictated by HUD and the City of San Antonio.

At the time of application, an applicant can own, have a right to purchase, or purchase agreement of property proposed for development. Funding could be in the form of a loan or grant, as dictated by the City Council-approved Program Policies for HUD-funded Affordable Housing Activities located at:
<https://www.sa.gov/files/assets/main/v/2/nhsd/documents/program-policies-for-hud-funded-affordable-housing-activities-fy-2022-update.pdf>.

Question 2: What is the "affordable criteria" for a housing unit in San Antonio for home sales prices?

Response: HOME and CDBG funding have income limit requirements established by HUD at:
<https://www.sa.gov/files/assets/main/v/3/nhsd/documents/2024-hud-limits-summary.pdf>.
The City reserves the right to consider more restrictive income limits than prescribed by HUD as part of its evaluation for this RFP.

Question 3: Are applications required to identify all other sources of confirmed construction loan financing? Is confirmation (i.e., approval) of these financing sources required to apply?

Response: To allow for the required underwriting and subsidy layering review, all proposals should submit a development budget and pro forma that indicates each source of funding in the project covering the total development cost other than the gap funding being sought as part of this RFP. Documentation showing commitment or approval of each funding source (i.e., loan, line of credit, grant or self-financing) listed on the development budget and pro forma should be included.

Question 4: Will this round allow for homebuyers earning up to 80% of AMI?

Response: Yes, HOME funding included in this RFP requires housing units to be sold to homebuyers earning 80% of AMI or less.

Question 5: If the lots have already gone through environmental review, will we be required to go through another one?

Response: All environmental reviews must be prepared by a City-approved environmental consultant. An approved environmental review record from the City of San Antonio is valid for five years from its approval. If an environmental review was conducted by an environmental consultant other than those approved by the City of San Antonio, a supplemental review by one of the City's approved consultants will be required if awarded funding.

Question 6: My initial look at the application is that there is no attachment for the Executive Summary, is there an attachment missing?

Response: The Executive Summary should be uploaded with the respondent's proposal. Please refer to RFP Section 008 – Proposal Requirements for an explanation of what is required with this attachment response.

Question 7: Is it a requirement for the acquisition properties to be in low-income category locations?

Response: The location of projects must be within the boundaries of the City of San Antonio. Projects are not required to be located within any specific area, however, the equity score of a project location will be considered as part of the evaluation of each proposal. New construction will be prioritized in the urban core, specifically within the Community Revitalization Action Group (CRAG) Area. Refer to the RFP on describing location amenities, equity scoring, and refer to RFP Exhibit 14 for more information on the CRAG.

Question 8: Is the City of San Antonio not requiring respondents who partner with a Public Facility Corporation to utilize the San Antonio Housing Trust Public Facilities Corporation as its development partner this time? I don't see it in the RFPs, but I want to make sure I'm not missing it?

Response: There is no requirement to partner with a PFC as part of this RFP 25-032 for affordable single-family housing.

Question 9: How much weight does the audited financial data analysis hold on the final score? It was a costly effort for us to do this by a CPA

Response: Please refer to RFP Section 12 – Evaluation of Criteria for the points allocation for each of the criteria being reviewed.

Question 10: Is there a funding limit per project request?

Response: Per the RFP, the scoring committee will take under advisement the gap request in terms of the requested subsidy cost per unit in comparison to another Applicant's subsidy cost

per unit. All proposals will undergo an underwriting and subsidy layer review prior to contract execution and commitment of funding. Applicant should refer to HOME per unit subsidy limits for San Antonio at:

<https://www.sa.gov/files/assets/main/v/3/nhsd/documents/2024-hud-limits-summary.pdf>.



Jessie Hinojosa
Procurement Manager
Finance Department - Procurement Division



ADDENDUM III

SUBJECT: Affordable Single-Family Housing Development Gap Funding (RFP 25-032, 6100018693), Scheduled to Close: January 24, 2025; Date of Issue: Tuesday, December 10, 2024

FROM: Stacey L. Czachor, NIGP-CPP, CPPB
Procurement Manager

DATE: January 6, 2025

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS**

THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

- 1. Revised: RFP Attachment A, Part 3, Non-Profit Status Form, page 65**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 1: Pertaining to the "requirements" that the underwriters look for: the question becomes, is there something specific besides the construction company solely being responsible in terms of GAAP standards that the underwriters look for? For example, may they be looking for a profit margin of X, or an expense to income ratio of Y, or other contingencies that may be unforeseen? It is tax season, and as entrepreneurs we are leaning in to ask this question prior to filing.

Response: Please refer to the Underwriting Standards in RFP Exhibit 9 for the framework used in underwriting and subsidy layering reviews of projects submitted to this RFP.

Stacey L. Czachor

Stacey L. Czachor, NIGP-CPP, CPPB
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