



**REQUEST FOR PROPOSALS (“RFP”)  
for**

**2022 HOUSING BOND AND CDBG/HOME FUNDS  
AFFORDABLE RENTAL PRODUCTION AND ACQUISITION**

**(RFP 23-053, RFX#6100016546)**

**Release Date: February 3, 2023  
Proposals Due: March 20, 2023, at 11:00 AM Central Time  
Short Listed Interviews: April 4 or 5, 2023  
This solicitation has been identified as High-Profile.**

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**PROHIBITED CAMPAIGN CONTRIBUTIONS**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the \*10th business day after a contract solicitation has been released through the 30<sup>th</sup> 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, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c )4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (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; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

**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 Friday, February 17, 2023.  
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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**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. For additional information, see the section of this RFP entitled “Restrictions on Communication”.

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## 003 - BACKGROUND

The City of San Antonio, Texas (the “City”) is seeking development partners to implement the \$150 million voter approved 2022-2027 Housing Bond Program and provide affordable housing activities using CDBG and HOME Federal funds. Respondent will have the opportunity to apply for either Bond funding, CDBG and HOME funding or both Bond and CDBG/HOME funding.

<https://www.sanantonio.gov/NHSD/Programs/Improvements>

<https://www.sanantonio.gov/NHSD/Coordinated-Housing/SHIP>

### 2022-2027 HOUSING BOND PROGRAM OVERVIEW:

On May 7, 2022, voters approved six propositions for the City’s 2022-2017 Bond Program totaling \$1.2 billion. Proposition F, the Housing Bond, authorizes the City to issue bonds in the amount of \$150 million to create and preserve affordable housing in five (5) priority categories of rental production (\$35M), rental rehabilitation (\$40M), homeowner rehabilitation (\$45M), homeowner production (\$5), and permanent supportive housing (\$25M). The five categories of the Housing Bond incorporate multiple initiatives as outlined in the City of San Antonio Strategic Housing Implementation Plan (SHIP).

### PROGRAM POLICIES FOR HUD-FUNDED AFFORDABLE HOUSING ACTIVITIES:

Through the approval of Ordinance 2019-10-31-0886, 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. Applicants 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. This includes adhering to underwriting requirements as described in Appendix I: Underwriting and Subsidy Layering Policy for Affordable Housing Development Activities. The Program Policies are available on the City website on the “Resources” webpage of the NHSD-GMA website at: [www.sanantonio.gov/GMA/](http://www.sanantonio.gov/GMA/).

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. More details on these items can be found in Appendix J of the Program Policies.

Funding will be in the form of a loan or grant from the City. Please refer to the Program Policies for specific details based upon the type of entity applying for gap funding, type of project, and other factors. The City reserves the right to provide funding in a form other than a loan under certain circumstances to comply with applicable law.

Note - To the extent there is any conflict between this RFP and the City’s Program Policies for HUD-Funded Affordable Housing Activities (Program Policies for HUD-Funded Affordable Housing Activities), the terms of the Program Policies control.

## 004 - SCOPE OF SERVICE

### 4.1 HOUSING BOND AND FEDERAL FUNDING ASPIRATIONAL GOALS:

The Housing Bond Program and Federal Programs aspire to serve the residents of the City with the highest quality affordable housing, whether it is rental or homeownership opportunities. Each development is expected to be of the highest quality construction, considering materials, building quality, design, green building, style, and functionality for people of all abilities. All production of housing should strive to be a national model of affordable housing and create a sense of community and pride of rental/ownership. Developments should be respectful of the surrounding neighborhood’s history and environment and look to enhance the community.

Aspirational considerations include the creation of community centers and exercise facilities open to the public during appropriate times, meaningful **resident and family support services**, food pantries, outdoor covered recreational facilities with ample seating, BBQ pits, and other amenities such as swimming pools, walking trails, dog parks, green space, and playgrounds open to the public, as appropriate. “As appropriate” will depend on the nature of the development and the area in which the project will be located.

This program is prioritized to serve low income working households with half of the housing units serving households **earning 50% of the Area Median Income** (“AMI”) or less, allowing these families to eliminate the cost-burden of

today's housing and rental prices. The City of San Antonio strives to provide **as many units at 30% AMI** as financially feasible while meeting all the Housing Bond Parameters.

#### 4.2 PURPOSE OF REQUEST FOR PROPOSALS (“RFP”)

The City is seeking a developer or development team (the “**Successful Respondent**”) with demonstrated experience and strong financial resources to produce or acquire affordable rental housing developments to prioritize public housing/income-based housing\* for households making up to 50% AMI with a priority for 30% of the Area Median Income (AMI); this could include direct cost to buy down rents in existing developments. A successful proposal shall be a creative project that achieves the Project Goals set forth in Section II of this RFP and aligns with the 2022 Housing Community Bond Committee Parameters and the Housing Commission's Bond Evaluation Framework and includes a minimum of 10% of the units for households making up to 30% AMI.

*\*Income based housing is rental housing for which rent is based on the specific family size and income, adjusted in the event of a change in the tenant-household's income (in line with HUD guidance).*

Rental housing production and acquisition to prioritize public housing/income-based housing for households making up to 50% AMI with a priority for 30% AMI. A minimum of 10% of the units must be reserved for households making up to 30% AMI. The minimum applies to both production, acquisition, and rent buy downs.

The City anticipates recommending more than one development to move forward for City Council approval. Successful proposals must meet or exceed the following in their project:

- a. Produces a successful development that contributes to increasing the affordable housing options for San Antonio residents with the consideration of the following priorities recommended by the 2022 Housing Bond Community Committee and the Housing Commission, see section III, Project Goals.
- b. Develops real property to produce significant short-term and long-term public benefit, considering community needs for affordable housing citywide for an affordability period no less than 20 years and priority for **40 years or longer**.
- c. Develops property, as specified in the successful proposal, within two (2) years and six (6) months of the date of contract execution. The City requires that the successful Respondent obtain a Certificate of Occupancy for the proposed project within that two-year time frame and obtain the Building Permit and break ground for construction of the project within nine (9) months, with a priority for six (6) months, unless otherwise approved by the City in writing at their sole discretion.
- d. *Green Building Goals*. The successful Respondent is encouraged to support the green building objectives of the SA Tomorrow Sustainability Plan and will meet Level 2 Certification from Build San Antonio Green (or equivalent). For more information, refer to [www.buildsagreen.org/old-pages/options-for-builders/family-of-programs/new-construction](http://www.buildsagreen.org/old-pages/options-for-builders/family-of-programs/new-construction) or call the Office of Sustainability at 210.207.6103.
- e. *Affordable Housing*. The Successful Respondent must meet the affordable goals of this RFP. To meet these requirements, **at least 10% of the units** must be provided for households at or below 30% AMI or be a 811 or 202 HUD Funded project. The Successful Respondent must also commit to execute an affordable housing restrictive covenant for a period no less than twenty (20) years with priority for **forty (40) years or longer**. **Please see RFP Exhibit 10 for CDBG and HOME requirements.**
- f. *SA Ready to Work*. Successful Respondents are required to take the employer pledge and have the Property Manager/Sales Office 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:
  - a. Provide guidance throughout the process
  - b. Connect residents with resources that they need
  - c. Guide resident through career planning
  - d. Enroll resident in approved courses
  - e. Offer resident tuition assistance

- f. Pay for urgent needs
  - g. Prepare residents for the next level
  - h. Help resident secure and retain a well-paid job
- g. *Tenant Protections.* The Successful Respondent will include relevant **supportive services that increase the safety net to residents such as providing appropriate and comprehensive supportive services for renters and educate residents about how to maintain and protect their housing asset(s). Projects receiving bond funding must comply with the city’s adopted tenant’s protections** to include the Housing Voucher Incentive Policy and Notice of Tenant’s Rights ordinance (#2020-06-25-045) **and any other housing incentive requirements City Council may adopt.**

Housing Voucher Incentive Policy:

<https://www.sanantonio.gov/Portals/0/Files/NHSD/Coordinated%20Housing%20Web-page/HTC/HTC2022/HousingVoucherIncentivePolicyOrdinance2021-05-13-0329.pdf>

- h. *Displacement.* **Direct displacement of resident is prohibited. A Displacement Impact Assessment (DIA) is required.** More information on the DIA requirements is provided in **RFP Attachment A, Part 13.**
- i. *CDBG and HOME Federal Funding.* Respondents may be recommended for HUD-funded CDBG and HOME dollars for eligible affordable housing activities as part of this RFP. The respondent may specify a preference for CDBG and HOME funds on the Gap Request Form, RFP Attachment A, Part Ten. If the respondent is recommended to receive federal funding the respondent is subject to all federal regulations and must provide additional documentation as part of their proposal response. Additional information about the HUD-funded CDBG and HOME funds can be found on **RFP Exhibit 10 CDBG and HOME requirements.**
- j. *Deconstruction Policy.* Respondents are encouraged to mitigate construction waste. Respondents 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 successful 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.

### 4.3 PROJECT GOALS

A successful proposal demonstrates that it will produce a successful development that contributes to increasing the affordable housing options for San Antonio residents with the consideration of the following priorities recommended by the 2022 Housing Bond Community Committee and the San Antonio Housing Commission:

#### 4.3.1 **PRIORITY POPULATIONS**

Prioritizing vulnerable populations and increasing their access to stable housing; Projects that receive bond funding must serve San Antonio’s and Bexar County’s most vulnerable cost burdened low-income/economically disadvantaged populations. Example vulnerable populations highlighted by the Housing Commission and 2022 Housing Bond Community Committee include but are not limited to the following: families, LGBTQ+, individuals with disabilities, older adults/senior citizens, multigenerational families, front line workers, survivors of domestic violence, veterans, undocumented immigrants, people experiencing homelessness, homeless youth, children, and young adults aging out of foster care, and criminal justice involved people.

#### 4.3.2 **EQUITY**

Acquisition, rehabilitation, and preservation projects that receive bond funding will prioritize \*income-based housing and will be in established neighborhoods with older housing stock, areas with high to moderate equity scores (low income and high proportion of people of color), with a priority for areas with high rates of eviction, and housing that is at risk of demolition. Ensuring wide geographic availability and working to decrease racial and social economic segregation.

*\*Income based housing is rental housing for which rent is based on the specific family size and income, adjusted in the event of a change in the tenant-household’s income (in line with HUD guidance).*

#### **4.3.3 LOCATION PRIORITIES**

Projects receiving Bond funding will prioritize areas with strong access to transit, public transportation ([https://www.viainfo.net/primo\\_service/](https://www.viainfo.net/primo_service/)) and trail systems (<https://www.sanantonio.gov/ParksAndRec/Parks-Facilities/Trails/Greenway-Trails>), areas with high to moderate equity scores, RFP Exhibit 9, regional centers, (<https://sacomplan.com/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.

- A. Permanent Supportive Housing will take a “housing first” approach, in line with HUD guidance and will be prioritized in areas with high to moderate scores, RFP Exhibit 9.
- B. New rental and homeownership construction will be prioritized in areas with low to moderate equity scores.
- C. An exemption to 3(b) will be allowed for infill developments.

#### **4.3.4 DESIGN & CONSTRUCTION PRIORITIES**

Projects that receive bond funding must provide 100% of units with universal design (as defined by the Unified Development Code) with a minimum of one ADA compliant pedestrian route to each unit when technically feasible. All projects that receive bond funding must show a commitment to sustainability.

Projects that receive bond funding should prioritize:

- A. creating walkable, well-lit, safe, and ADA-accessible pathways to public transit options.
- B. 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.
- C. Resolving issues with lead abatement, mold, lack of sanitary facilities, and/or other environmental hazards.
- D. 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 and homeowners
- E. Integrating high-speed, reliable, and affordable Internet and mobile infrastructure into design plans.
- F. Bringing major mechanical and structural systems (foundation, roof, plumbing, electrical, and HVAC) up to code in older housing stock.
- G. Meeting a high Property Condition Assessments (PCA) rating.

#### **4.3.5 DISPLACEMENT & RESIDENT SERVICES:**

Projects that receive bond funding can not cause direct, involuntary, displacement of residents. Rehabilitation projects with existing residents will provide a temporary relocation plan at no cost to the tenant. New housing construction projects that receive bond funding must complete a displacement impact assessment as part of the RFP process and prioritize low to moderate equity areas. Priority will be given to projects with the least displacement impact.

Bond funding will be used to provide affordability and resident protections:

- A. Require projects that contain extended affordable housing covenants of 20 years or more for homeownership and 40 years or more for rental.
- B. City staff will assess owners of any owner occupied and rental occupied rehabilitation and preservation project for eligible homestead tax exemptions.
- C. Projects receiving bond funding will follow the city’s adopted tenant’s protections to include the voucher incentive program and notice of tenant’s rights and any other housing incentive guidelines City Council may adopt.
- D. Prioritize projects with relevant supportive services that increase the safety net to residents such as providing appropriate and comprehensive supportive services for renters and homeowners and educating residents about how to maintain and protect their housing asset(s).

#### **4.4 REQUIREMENTS OF THE PROJECT PROPOSAL**

- a. City reserves the right to reject any and all proposals in its sole discretion for any or no reason whatsoever. City reserves the right to discontinue the RFP process or to withdraw a Property from the market at any time prior to execution of the Agreement by City. In such event, City will notify the Respondents of such discontinuation.

- b. Incomplete applications may be disqualified. Proposals will be considered incomplete if they are missing any of the required elements, or if the project description and other information provided is insufficient to determine whether the project is eligible under the stated requirements or regulations of the applicable federal or other funding source.

#### 4.5 REVIEW AND EVALUATION PROCESS

- a. **Construction Requirements.** The Successful Respondent in good faith and with due diligence must complete the proposed construction within two (2) years and six (6) months from the date the contract is fully executed, and shall use reasonable efforts to meet construction requirements, more particularly described below and in the contract. The City will extend deadline requirements only for force majeure or other extremely unique circumstances and at its sole discretion.
  - i. **Required Commencement.** The Successful Respondent must obtain the building permit and break ground for construction within nine (9) months, with a priority for six (6) months, after contract execution unless approved in writing, at the City's sole discretion. If the Successful Respondent does not obtain the building permit for the approved development plans within that time, then the City may exercise the remedy the Successful Respondent set forth in the proposal.
  - ii. **Required Completion.** The Successful Respondent must design, complete and surrender the development plans and obtain a Certificate of Occupancy for the entire Project within two (2) years and six (6) months or thirty (30) months after contract execution.

#### 4.6 GUIDELINES

By submitting a proposal, the Respondent acknowledges, represents and warrants that this RFP is not a binding contract between Respondents and the City and that the Respondent is not relying on any representation, warranty, statement or other assertion contained in this RFP or made by City, City's Representative or any employees, agent or representative of the City.

#### 4.7 PRO FORMA

Respondents are required to provide the pro forma to the City in the form of an unlocked Microsoft Excel file attached as **RFP Attachment A, Part 11**. At the initial application stage, the City will generally allow submission of the project pro forma in the Respondent's own internal format provided it explicitly shows:

- i. An itemized breakdown of units by bedroom size, square footage, income restriction, and both gross and net rent levels (i.e., net rents are those charged after adjusting rents for tenant paid utilities).
- ii. Operating costs, reserve contributions, net operating income, and debt service assumptions should be itemized and show costs on both a total development and per unit basis.
- iii. Itemized total development costs, including both hard and soft costs, financing and carrying costs, and capitalized reserves. For projects using Low Income Housing Tax Credits (LIHTC), the development sources and uses should clearly show which costs are included in the amount eligible basis, whether the project qualifies/anticipates a 30% basis boost.
- iv. Clear projection of all construction and permanent financing options from all available sources, including interest rate projections, payment terms (e.g., interest only, amortization period, etc.), and maturity dates for all debt sources. For projects using LIHTCs, net tax credit equity projections should be supported by calculations clearly showing anticipated pricing.
- v. An operating projection that aligns with the proposed affordability period of no less than 20 years should clearly show inflation assumptions for all revenues and expenses, including annual increases in replacement reserve funding; and
- vi. Construction period cash flow projections should be provided, allowing the City to assess allowances for construction interest. Similarly, lease-up projections modeling the absorption of units and operating deficits prior to breakeven occupancy should be provided to support the need for and sizing of any lease-up reserve.

In general, the City **strongly prefers** that operating and development costs be itemized in at least as much detail (preferably in the same basic format) as required by Texas Department of Housing and Community Affairs (TDHCA) most current Multifamily Uniform Application.

#### 4.8 UNDERWRITING ACKNOWLEDGEMENT & EXCEPTION REQUEST

Respondent shall complete a copy of the Underwriting Acknowledgement & Exception Request to acknowledge applicability of the City's Underwriting Standards attached as **RFP Attachment A, Part Nine** and identify and requested variances or exception to the guidelines herein.

Although the City's underwriting criteria is not identical to the Texas Department of Housing and Community Affairs' competitive LIHTC program or HUD-funded federal housing programs, the City's approach to underwriting has been informed by those programs.

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 Applicant. 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 Applicant's prompt attention to, and provision of, all additional project specific due diligence requests.

**The Underwriting Standards apply only to the Successful Proposal who is awarded the contract by City Council. Underwriting will commence upon the awarded developer securing all final financing.**

#### 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 claim 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 unless authorized by law.

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 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.

S.B. 943 – 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 contract awarded in response to this RFP will be for **two (2) years and six (6) months**. However, the City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that

funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of the City's budget for each fiscal year.

#### Funding Terms.

**Housing Bond Funds.** Housing Bond funding can be provided in the form of a grant or loan. Recommendations on how funding will be provided will be determined based on underwriting and project needs and negotiated with the applicant.

If funding is in the form of a loan, it will be provided from the City to the ownership entity. The loan will be at 0% interest, and payments equal to 50% of surplus cash, as defined by the City, from the prior year will be due annually following lease-up and stabilization. The City will generally defer payments for up to 12 years or such earlier date by which cumulative surplus cash distributions are sufficient to repay any deferred developer fee (which shall not charge an interest rate). If alternate terms are requested, please provide a request in writing at the time of submission of the proposal. Approval of alternative terms will be at the sole discretion of City to review and approve.

**CDBG/HOME Funds.** Federal CDBG and HOME funds will be awarded per the Loan Terms outlined in the City Council-adopted Program Policies for HUD-Funded Affordable Housing Activities document. Please see the following link. [https://www.sanantonio.gov/Portals/0/Files/GMA/policies/Program%20Policies%20for%20HUD-Funded%20Affordable%20Housing%20Activities%20\(FY%202022%20Update\).pdf?ver=2022-02-04-114118-310](https://www.sanantonio.gov/Portals/0/Files/GMA/policies/Program%20Policies%20for%20HUD-Funded%20Affordable%20Housing%20Activities%20(FY%202022%20Update).pdf?ver=2022-02-04-114118-310)

### **007- PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at **11:00 a.m., Central Time, on February 16, 2023 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. Pre-Submittal Conference participation is optional, but highly encouraged. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

**Toll Free Number: 1-415-655-0001**

**Meeting number (access code): 2461 027 4027**

**Meeting password: COSA2023**

**Staff Contact Person:** Stephanie Nouman, Procurement Specialist III

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) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. 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.

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing the Procurement Specialist (Point of Contact) at the time of the meeting. This information will be compiled into a "sign-in sheet" for the meeting and may be posted to the City's website or otherwise disseminated publicly.

### **008 - PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submit **one (1) COMPLETE** proposal response through the San Antonio e-Procurement System (SAePS).

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

#### **TABLE OF CONTENTS**

**EXECUTIVE SUMMARY** Prefacing the proposal, Respondents must provide an Executive Summary of two pages or less,

which concisely summarizes the proposal.

**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.

**UNIT SPECIFICATIONS, CONSTRUCTION PRIORITIES, EQUITY, LOCATION, PROJECT SITE PLAN AND TIMELINE AND SUSTAINABILITY** Use the Form found in this RFP as Attachment A, Part Five

**DISPLACEMENT, RESIDENT PROTECTIONS, AND AMENITIES/RESIDENT SERVICES** Use the Form found in this RFP as Attachment A, Part Six

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

**PROJECT SUMMARY AND QUESTIONNAIRE** Use the Form found in this RFP as Attachment A, Part Eight.

**UNDERWRITING ACKNOWLEDGEMENT AND ACCEPTANCE REQUEST** Use the Form found in this RFP as Attachment A, Part Nine.

**GAP REQUEST FORM** Use the Form found in this RFP as Attachment A, Part Ten.

**PROJECT PRO FORMA FORM IN EXCEL** Respondents are required to provide the Pro Forma to the City in the form of an unlocked Microsoft Excel file as label as RFP Attachment A, Part Eleven.

**SCHEDULE OF REAL ESTATE OWNED FORM** Use the Form found in this RFP as Attachment A, Part Twelve

**DISPLACEMENT IMPACT ASSESSMENT** Use the Form found in the RFP as Attachment A, Part Thirteen.

**CONTRACTS DISCLOSURE FORM** Complete and submit a Contracts Disclosure Form with the proposal as Attachment. B The Contracts Disclosure Form may be downloaded at:<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

**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.

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

**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 as Attachment E. 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.

Proposals must be received through the portal no later than **11:00 a.m., Central Time, on March 20, 2023**. Any proposal or modification received after this time on that date shall not be considered. Respondents should note that submission through the portal **MUST be completed** in a timely manner. Therefore, Respondents should strive for early submission to avoid any issues or cause delay in uploading proposal responses as RFP WILL close at due date and time. No exceptions.

Proposals sent by facsimile or email will NOT be accepted.

### Page limits and Professionalism

It is recommended that submissions not exceed 50 pages in length. Submissions should be assembled professionally and clearly address the requirements of the RFP. Failure to provide the required information adequately or clearly may result in disqualification.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 8.0, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal 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: <http://www.sanantonio.gov/purchasing/>. 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, Part One.

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 one hundred and eighty (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 10:00 a.m., Central Time, on March 1, 2023.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Stephanie Nouman, Procurement Specialist II  
City of San Antonio, Finance Department – Purchasing Division  
[Stephanie.nouman@sanantonio.gov](mailto:Stephanie.nouman@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. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration or with assistance in uploading documents through the City's SAePS portal.

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

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 scoring 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 stated in this RFP. 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 points)**
- F. Affordability (35 Points)**

## 013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. 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.

Prior to contract execution, the City will provide standard contract terms and provisions to ensure protection of the City's investment and the residents of the development. These terms are subject to final negotiations and include the following:

**Foreclosure:** If a senior lienholder forecloses on the Property pursuant to its rights under a contract with the Respondent, the lienholder takes the Property subject to restrictions on tenant evictions and rent increases set forth in Section 42(h)(6)(E)(ii) of the Internal Revenue Code. The affordability restrictions set forth in this Agreement and in the Restrictive Covenant incorporated in the contract will terminate upon foreclosure or transfer by deed-in-lieu of foreclosure by a superior lienholder. Respondent shall ensure in its contracts with senior lienholders that no later than 60 days prior to the initiation of foreclosure proceedings, the superior lienholder shall provide the City with notice of the initiation of foreclosure proceedings in order to allow the City to take steps to protect tenants residing in the Assisted Units from rent increases and possible eviction resulting from the change in ownership due to the foreclosure.

**Liquidated Damages:** In the event of a default of the contract, the Restrictive Covenant and/or the other Loan or Grant Documents, in addition to the other remedies afforded to the City under the contract, the respondent or party in possession at the time of the default will be required to pay the City liquidated damages equal to the gap investment provided by the City divided by the affordability covenant period for each day the respondent or party in possession is in default.

**Cure Period:** Failure of DEVELOPER to observe and perform as required by any of the Loan Documents, covenant, condition or agreement under this Agreement following the expiration of thirty (30) days' written notice to cure by the CITY to DEVELOPER and DEVELOPER's partners; provided, however, if DEVELOPER's default may not be reasonably cured by DEVELOPER in thirty (30) days, CITY shall extend the cure period for sixty (60) days.

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>)

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

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.

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://www.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, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204. **Do not include these forms with your proposal. The Purchasing 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:

<b>RFP Release Date:</b>	February 3, 2023
<b>Pre-Submittal Conference:</b>	February 16, 2023 @ 11:00 a.m., Central Time
<b>Final Questions Accepted:</b>	March 1, 2023 @ 10:00 a.m., Central Time
<b>Proposal Due:</b>	March 20, 2023 @ 11:00 a.m., Central Time
<b>Interview Date:</b>	April 4 & 5, 2023, Central Time

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**INSURANCE REQUIREMENTS**

No later than 30 days before the schedule service/purchase, under this contract, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Neighborhood & Housing Services Department (NHSD). 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); and
- 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 NHSD 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, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

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.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and 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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate
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 or Excess Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property

	Damage.
7. Environmental Insurance – (Contractor’s Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
Builder’s Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
*9. First Party Crime Coverage, to include Third Party Crime Coverage Endorsement a. Blanket Crime Coverage	\$1,000,000 Per Claim on First Party Coverage \$2,000,000 Per Claim on Third Party Coverage
If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR 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. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
Neighborhood & Housing Services Department  
PO Box 839976  
San Antonio, TX 78228

CONTRACTOR’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, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR’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 CONTRACTOR’S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'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.

CONTRACTOR 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

#### **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Texas Government Code §2271.002 provides that a governmental entity may not enter 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 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 4

### **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 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 5

### **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 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 6**

**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 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 its contract with City, City may terminate the Contract for material breach.

**RFP EXHIBIT 7**

**SOLID WASTE DISPOSAL ACT**

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## RFP EXHIBIT 8

### UNDERWRITING STANDARDS

#### **\*\*APPLIES ONLY TO THE SELECTED SUCCESSFUL PROPOSAL\*\***

**Note: Although the City's underwriting criteria is not identical to the Texas Department of Housing and Community Affairs' competitive low-income housing tax credit program or HUD-funded federal housing programs, the City's approach to underwriting has been informed by those programs.**

#### **Introduction**

The City of San Antonio, Texas (the "City"), is implementing a voter approved 2022-2027 Housing Bond ("HB Program"). As further outlined in other documents, a portion of the HB Program is dedicated to the acquisition and preparation of property in 12 target neighborhoods with the ultimate goal of facilitating the production of affordable/Workforce Housing. Through a series of RFPs, the City will make specific properties and/or funding available and take proposals from developers. To support the evaluation of those proposals, both initially and prior to entering binding agreements and transferring ownership of specific properties for development, the City has established these underwriting guidelines.

Underwriting is more than a technical requirement, and the term itself is used in several different ways. Depending on the context and the speaker "underwriting" is sometimes used in a limited fashion to refer primarily to the financial review of a potential real estate transaction. Other times, the term "underwriting" is narrowly understood as a "check the box" set of "static" technical reviews resulting in a determination that a project does or does not meet a magic formula. In both cases, these uses of the term are too limited.

In practice, underwriting is a reflexive process. Every project involves risk, and even the best project can fail due to unforeseen factors. The goal of underwriting is to both identify and mitigate risk across a series of perspectives. In other words, the underwriting process is not an up or down review, but it often changes the project itself by imposing requirements to improve viability or business terms that transfer risk from one party (like the City or a lender) to another (especially the developer).

In this sense, the City's approach to underwriting is informed not only by traditional "lending" perspectives but by a holistic approach to balancing the various risks inherent in any real estate transaction and the public purposes the City seeks to support – not the least of which is producing safe, decent, affordable housing that will be an enduring community resource.

#### **Underwriting Overview**

In reviewing proposals for funding under the HB Program in 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 HB Program and applicable underlying requirements of the Texas Local Government Code;
- **Market risk**, including whether sufficient demand exists for the project, the anticipated lease-up period, and whether general economic conditions and other competition supports ongoing viability;
- **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 and operate the property and the financial capacity to safeguard public funds and backstop the project if 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 of capital as well as ongoing operating assumptions. 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 HB Program-financed projects.

#### **Market Assessment**

All project proposals must include a third-party market study prepared in a manner consistent with TDHCA's market analysis requirements. Unless otherwise approved by the City, market studies shall be prepared by providers included on the list of [TDHCA Approved Market Analysts](#). Owner's may generally submit the market study used in conjunction with the Owner's LIHTC application, if applicable. Market studies must be less than one year old at the time of issuance RFP. For market studies that are more than one year old at the point of initial closing, the City reserves the right to require an update from the original analyst or a new market study from another analyst. Proposed rent levels must be supported by the applicant's market study and be within limits required by the funding sources that may be involved. For purposes of the HB Program, rents will be calculated in the same manner for LIHTC based on the

promised income targeting (see Section 04 and the scoring criteria).

Additionally, the market study should demonstrate the following:

- All units, including any “market rate” units as well as any units with income/rent restriction imposed by other programs such as LIHTC, HOME, NSP, etc. must demonstrate viability within the primary market area considering any known rent concessions being offered by competing properties.
- Income and rent restricted units must have “discounts” of at least 15% relative to comparable un-restricted units.
- Achievable occupancy rates, based on a comparison of comparable properties in the primary market area, must be at or above 95% (physical occupancy).
- Capture rate for the development is no more than 10%, and no capture rate for specific unit sizes (e.g., 3-bedroom units) exceeds 25%; and
- Absorption can be expected to result in underwritten occupancy levels within six (6) months of units being ready for occupancy.

For projects not meeting these standards the City, in its sole discretion, may also consider the following:

- For projects targeting special needs populations (e.g., homeless households, domestic violence victims, veterans, or other specific subpopulations), the City may accept higher capture rates if data from the local Continuum of Care and/or service providers specializing in the targeted populations (e.g., VA service centers) suggest an adequate pipeline of eligible renters exists and will be consistently referred to the development.
- For existing projects being rehabilitated, the City will consider the recent operating history of the project in terms of actual rents charged/received, eligibility of in-place tenants, and the like for evidence that the development’s projections are supported by actual performance.

### **Developer and Development Team**

In most cases, projects considered by the City will 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 and take advantage of other funding sources such as Low-Income Housing Tax Credits (LIHTC), the “owner” and “developer” of a project are often legally distinct entities, even if ultimately owned and 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 the single-purpose entity (excluding the investor member/investor limited partner). Additionally, the City requires various guarantees and indemnities from all 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 be able to demonstrate:

- Recent, ongoing, and successful experience with the development of similar 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 applicants to provide lists of real estate owned (including partnership/membership interests) by the developer as well as all projects underway. The City will review the performance of those projects, including financial factors like net occupancy, actual debt coverage ratio (DCR), cash flow received, outstanding loan balances, and net equity of individual projects and of the developer’s portfolio overall.

Applicants 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 applicant 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 demonstrates compliance with Generally Accepted Accounting Principles (GAAP) and does 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 under construction and those that have received funding commitments, e.g., LIHTC awards, but have not yet been completed and converted to permanent financing); and
- The developer has net liquid assets (i.e., 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, management company, 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 operate the development. Insomuch as possible, on balance the development team 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/applicant 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**

Applicants 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. 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 applicants 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 ensure that 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 HB Program funds, must be necessary and reasonable.

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), 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** – Architectural and engineering fees cannot exceed the following:

- Design services: 6% of total construction costs
- Supervision/Administration: 2% of total construction costs

**City Soft Costs** – The development budget for each project must include a **\$20,000 allowance** 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.

**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 equity, HB Program funds, and other construction period sources of funding. For presentation purposes, only interest from the date of initial closing through the end of the month in which the building(s) are placed in service (i.e., approved for occupancy) may be included as construction interest. Additional interest following that date and prior to the conversion to (or closing on) permanent debt must be separately itemized and modeled. In most cases, this should be included in the “lease up reserve” noted below.

**Contingencies** – Applicants 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 5% and no more than 10% of hard costs;*
- *Acquisition/rehabilitation projects, including adaptive reuse projects, should include a contingency of at least 8% and no more than 12% 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 investor due diligence fees); and c) reserves, escrows, and capitalized start-up/operating expenses (such as working capital, marketing, etc.).
  - The maximum Developer Fee will generally be allowed at 15% of the development cost, in line with TDHCA standards
  - **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 cost less the developer fee. In such a case, the combination of contractor and developer fees
  - In the event of cost overruns, the developer fee (or, in the case of an identity of interest, the combination of developer and contractor fees) may not increase beyond the specific dollar amount of the fee(s) as of initial closing (e.g., construction loan closing).
  - To the degree another funder, e.g., TDHCA, has more restrictive limits on Developer fees or the applicant has agreed with another funder to cap the Developer fee at a lesser amount, e.g., for scoring/priority points, the fee may not exceed such a lower figure.

In some cases, developers may delegate some of their 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 like LIHTC. 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 outlined above.

**Reserves** – Capitalized reserves to facilitate the initial start-up and to protect the ongoing viability of the project will include the following:

- **Deficit Reserve:** The City anticipates that in most cases, developments with predicted deficits during the affordability period would not be funded. However, in the event a development's long-term operating pro forma projects actual cash deficits during the affordability period, an operating deficit reserve must be included in the development budget in an amount sufficient, considering any anticipated interest on reserve balances, to fully fund all predicted deficits through the affordability period.
- **Lease-Up Reserve:** A lease-up reserve intended to cover initial operating deficits following the completion of construction but prior to breakeven operations may be included. Any such reserve must be based on lease-up projections/cash-flow modeling and the lease-up (or absorption) period identified in the project's market study. In evaluating the appropriateness of any lease-up reserve, the City will consider whether the development budget includes specific line items for other start-up expenses that otherwise are typically part of the ongoing operating budget for a development. This may include budgets for marketing, working capital, etc.
- **Operating Reserve:** An operating reserve equal to at least three (3) months of underwritten operating expenses, reserve deposits, and amortizing debt service must be included in the development budget. The operating reserve is intended as an "unexpected rainy day" fund and will only be accessible after a project has achieved stabilized occupancy.
- **Replacement Reserve:** For acquisition-rehabilitation projects, a capitalized replacement reserve must be included in the development budget. The capitalized replacement reserve should be funded at the greater of i) \$1,000 per unit; or ii) the amount determined by a Capital Needs Assessment (CNA) approved by the City.
- **Other:** The City may consider other specialized reserves as appropriate based on unique features of the project and/or requirements of other funding sources. These may include special security reserves, supportive service reserves, or transition reserves for projects with expiring project-based rental assistance contracts, etc.

### **Operating Revenues**

The City will review an applicant's projection of operating revenues to ensure they are reasonable and achievable both initially and through the affordability period. In evaluating operating revenues, the City will take into account the i) project-specific market study; ii) actual operating performance from other comparable projects including those from the applicant's existing portfolio of real-estate owned; iii) data available from comparable projects in the City's portfolio; and/or iv)

information available from actual performance within TDHCA's portfolio.

For purposes of the long-term operating pro forma, operating revenue projections cannot be increased by more than 2% per year. The City reserves the right to "stress" proposals for underwriting purposes to assess the impact of lower inflationary increases, such as modeling the impact of only 1% rent increases for the first three to five years of a project's affordability period.

### **Rents**

All rents should be supported by the market study. Including the utility allowance, the gross rent for any income/rent restricted unit should demonstrate at last a 15% "discount" compared to comparable "market rate" units.

### **Non-Rental Revenue**

Non-rental revenue must be fully explained and conservatively estimated. In general, no more than \$60-\$240 per-unit, per-year may be budgeted in "other revenue" including that from tenant fees (such as fees for late payment of rent, nonsufficient funds, garage/carport upgrades, pet fees, etc. or interest on operating account balances). Exceptions may be considered by the City based on the operating history of an acquisition/rehabilitation project or normalized operations are other comparable properties in the same market area.

### **Vacancy**

Total economic vacancy includes physical vacancy (a unit is unrented), bad debt (a unit is occupied but the tenant is not paying rent), concessions (a unit has been leased for less than the budgeted rent), and "loss to lease" (a pre-existing lease is less than the most recently approved annual rent but will be adjusted upward at renewal). The minimum underwritten total economic vacancy rate for all projects will be 7.5%

In all cases, based on the market study or other data available to the City, the City reserves the right to require higher vacancy projections. This may include higher vacancy rates for small developments (e.g., less than 20 units) where standard percentage assumptions about vacancy may not be appropriate. Developers proposing vacancy rates in excess of 7.5% must justify their projections and explain why such projects are still needed and viable despite excessive vacancy projections.

### **Operating Costs**

The City will review an applicant's projection of operating expenses to ensure they are reasonable and adequate to sustain ongoing operations of the project through the affordability period. In evaluating a proposed operating budget, the City will compare projects costs to i) actual operating expenses of comparable projects in the applicant's existing portfolio of real- estate owned (insomuch as possible, comparable projects will be in the same vicinity and operated by the same management company); ii) actual operating expenses of other comparable projects in the City's portfolio; iii) data available on the operating costs of affordable housing in the TDHCA portfolio; and/or iv) minimum per-unit, per-year allowances established by the City through periodic RFPs for rental housing.

In the current environment, the City will apply an inflation factor to comparable market data to account for likely increases in operating costs by time HB Program projects can be expected to come online (e.g., often two to three years after the actual performance data of comparable projects covered).

For purposes of the long-term operating pro forma, operating expenses, including reserve deposits, will be inflated at no less than 3% per year. The City reserves the right to "stress" proposals for underwriting purposes to assess the impact of higher operating cost factors, such as modeling the impact of higher inflation rates in general of for specific items of cost (for example, assessing the impact of high rates of increase for insurance or development paid utility costs).

### **Selected Items of Operating Cost**

**City Monitoring Fee** – The City assesses an annual HB Program monitoring fee of \$3,000 per project which will be increased annually by 3%.

**Property Management Fees** – An allowance of 5% of effective gross income (i.e., gross rent potential plus other revenues minus actual vacancy, bad debt, concessions, etc.) should be included. In the event a lower management fee is proposed, the City will consider using a fee as low as 3% provided the proposed management company is acceptable to the City and has agreed in writing to the lower fee.

**Property Taxes** – Applicants must provide detailed explanations of property tax projections and, as applicable, provide documentation that any anticipated partial or full exemptions or payments in lieu of taxes (PILOT) have been approved by the appropriate tax assessor. In the absence of a tax exemption or PILOT, the operating budget must provide for a tax

rate equal to 2.837% of the market value of the property or the City, at its option, may require confirmation from the tax assessor of the applicant's projection.

**Replacement Reserve Deposits** – The operating budget must include minimum replacement reserve deposits of:

- New Construction Family: \$300 per-unit, per-year
- New Construction Senior: \$250 per-unit, per-year
- Rehabilitation: The greater of i) \$300 per-unit, per-year; or ii) a higher amount established by a CNA approved by the City.

**Note: The City will reserve the right within a project's transactional documents to require periodic CNAs for all projects and to adjust ongoing replacement reserve deposits base on the results of the CNA to ensure that the replacement reserve is sufficient to address all anticipated needs for the project's affordability period or the term of the City's loan, whichever is longer.**

#### **Items Payable Only from Surplus Cash**

Certain costs sometimes identified by project owners as "operating costs" cannot be included in the operating budget and will only be payable from surplus cash (i.e., cash flow). These include:

- **Incentive Management Fees** payable in addition to the allowable management fees noted above, whether paid to a related party or independent third-party management fees.
- **Asset Management Fees** payable to any investor, general or limited partner, or member of the ownership entity.
- **Deferred Developer Fees**
- **Operating Deficit Loan or Additional Capital Advance Loan Payments** made to any related party including any investor, general or limited partner, or members of the ownership entity.
- **Other payments** to investors, general or limited partners, or members of the ownership entity, however characterized, including but not limited to negative adjustors, yield maintenance fees, etc.

#### **Ongoing Economic Viability**

The City will review the ongoing economic viability of all projects, taking into account long-term projections of revenue and expenses. Projects must demonstrate they can be expected to remain viable for at least the affordability period, taking into account trending assumptions noted above, as well as other any other changes in operating revenues or expenses that can reasonably be anticipated based on other information available to the City or other project funders. In particular, the City will review the debt coverage ratio and operating margin as outlined below.

#### **Debt Coverage Ratio**

Projects must demonstrate a minimum debt coverage ratio (DCR) of 1.15 (Net Operating Income divided by amortizing debt service) throughout the affordability period. In some cases, for projects with relatively small levels of mortgage debt, this may require a higher initial DCR (e.g., 1.20 or 1.25) to ensure that the DCR in later years remains at or above the appropriate level.

#### **Operating Margin**

In addition to considering the DCR, the City will review the operating margin (surplus cash divided by total operating expenses and amortizing debt service). The operating margin must remain at or above 7% for the period of affordability.

#### **Other Funding Sources**

Prior to committing HB Program 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 HB program. In general, developers must make all reasonable efforts to maximize the availability of other funding sources, including conventional mortgage debt and tax credit equity (as applicable), within commercially available and reasonable terms.

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

#### **Senior Mortgage Debt**

Any amortizing mortgage debt that will be senior to the City's HB Program loan must:

- Provide fixed-rate financing;
- Have a term of not less than 20 years. Inasmuch as possible, the first mortgage should have the longest amortization period available; and
- Allow the City's covenant running with the land (i.e., the deed restrictions imposing the HB Program affordability

requirements) to be recorded senior to all other financing documents such that the HB Program covenant is not extinguished in the case of foreclosure by a senior lender.

- Note the City HB Program loan itself will be junior to conventional amortizing loans; only the deed restrictions must be senior.

### ***Tax Credit Equity***

Projections of tax credit equity must be documented by letters of intent or other similar offers to participate in the transaction by the proposed tax credit investor. Prior to committing funds, the applicant must provide evidence it has received a tax credit reservation from TDHCA and provide the proposed limited partnership agreement or operating agreement, as applicable, documenting the terms of the equity investment.

The City will review proposed equity pricing against information from other projects in the region to assess whether the pricing and terms are reasonable.

### ***Deferred Developer Fee***

It is common for projects to include deferred developer fees as a financing source. The City will generally require:

- That projections of surplus cash available (after any cash-flow contingent payment due the City) be sufficient to repay the deferred fee within 15 years (notwithstanding other “waterfall” provisions in the partnership or operating agreement, the City will assume that all surplus cash distributions will be credited against the developer fee);
- That following the initial application to the City, the level of deferred developer fee will remain fixed (in nominal dollar terms) in the event City underwriting identifies cost reductions, increases in other funding sources, or other changes that result in a net reduction of the “gap” to be filled with HB Program funds; and
- That any net savings (or increased funding sources including but not limited to upward adjusters for tax credit equity) at project completion and cost certification will be used in equal parts to reduce the deferred developer fee and the City’s permanent HB Program loan. In the event savings are sufficient to eliminate the deferred fee in this manner, any remaining net savings will be used to further reduce the City’s HB Program loan, or in the sole discretion of the City, to increase the operating or replacement reserve.

### ***Exceptions and Interpretation***

The City has developed these guidelines for several reasons. Generally, they are intended to provide clarity to applicants on what the City expects and transparency about the “rules of the road.” However, the City recognizes that it cannot preemptively 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 judgment, 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 when 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. Inasmuch 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 9

### 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.

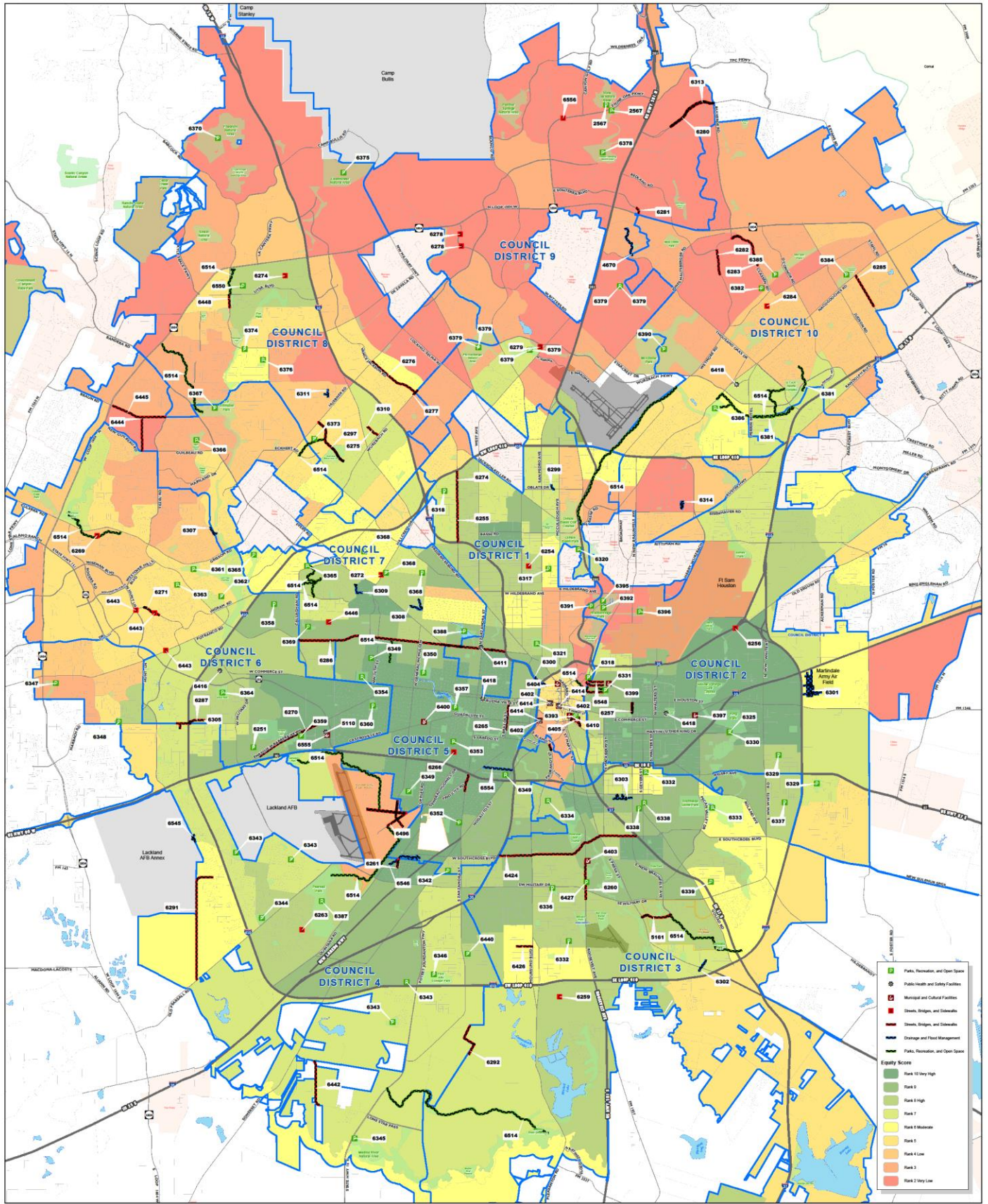
- A score of 5 indicates the median household income is between \$11,360 - \$35,900
- A score of 4 indicates the median household income is between \$35,981 - \$42,377
- A score of 3 indicates the median household income is between \$42,594 - \$55,351
- A score of 2 indicates the median household income 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.

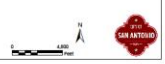
The Equity Atlas can be accessed online at:

<https://www.sanantonio.gov/Equity/Initiatives/Atlas>



The Geographic Information System (GIS) data was provided by the City of San Antonio. The City of San Antonio is not responsible for any errors or omissions in the data. The City of San Antonio is not responsible for any errors or omissions in the data. The City of San Antonio is not responsible for any errors or omissions in the data.

### City of San Antonio Proposed 2022 Bond Projects with Equity Scores



**RFP EXHIBIT 10**

**CDBG and HOME REQUIREMENTS**

Posted as a separate document.

**RFP EXHIBIT 11**

**CDBG & HOME COVENANT AND RENT LIMITS**

Posted as a separate document.

**RFP EXHIBIT 12**

**BSAG MULTI-FAMILY NEW CONSTRUCTION FOR AFFORDABLE HOUSING CHECKLIST**

Posted as a separate document.

**UNIVERSAL DESIGN GUIDELINES**

**What is Universal Design?**

Universal Design (UD) is a design process that enables and empowers a diverse population by improving human performance, health and wellness, and social participation (Steinfeld and Maisel, 2012). According to the Center for Inclusive Design and Environmental Access (IDEA) at the University of Buffalo, Universal design (UD) is a design approach grounded in the belief that the broad range of human ability is ordinary, not special. UD addresses barriers faced by people with disabilities, older adults, children, and other populations who the design process typically overlook and provides benefits for all users.

Universal design **is not** a synonym for accessibility. Accessibility usually refers to minimum compliance with prescriptive codes and standards for people with disabilities. UD is performance-based and addresses usability issues for people of all ability levels as supported by the Goals of UD.

**What are the Goals of Universal Design?**

Goals of Universal Design© define the outcomes of UD practice in ways that can be measured and applied to all design domains within the constraints of existing resources. They encompass functional, social, and emotional dimensions. The eight goals are:

- |                      |                                 |
|----------------------|---------------------------------|
| <b>Body Fit</b>      | <b>Wellness</b>                 |
| <b>Comfort</b>       | <b>Social Integration</b>       |
| <b>Awareness</b>     | <b>Personalization</b>          |
| <b>Understanding</b> | <b>Cultural Appropriateness</b> |

**What is a Universal Designed Home?**

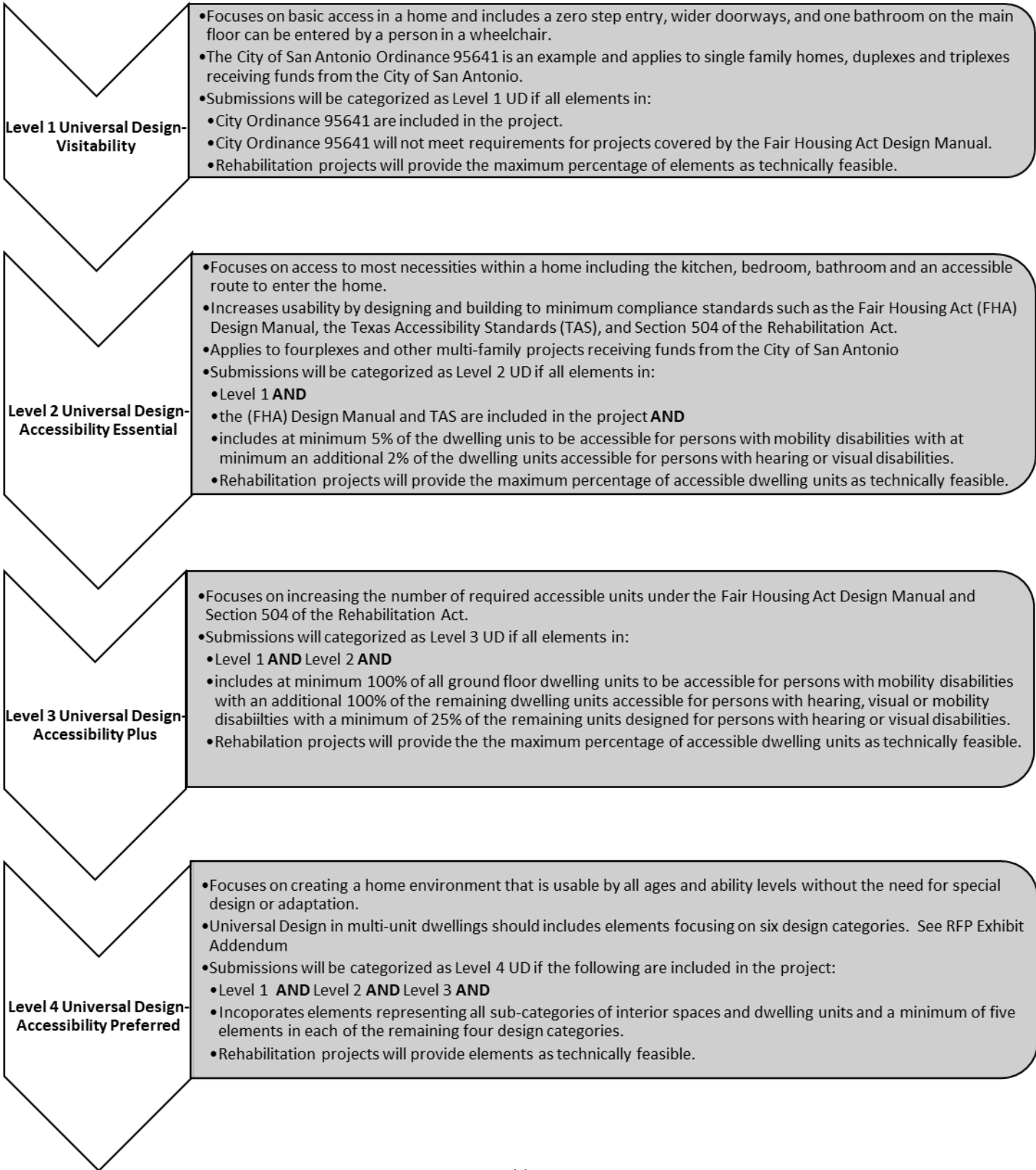
A Universal Designed home is a lifelong residence that is created to be comfortable, attractive, safe, and usable by everyone at every stage of life or ability level. (White Paper: Making Our Homes Lifelong Homes, 2010).

**Levels of Barrier Free Housing**

Visitable, Accessible, and Universal Design are all terms used to describe housing usable across abilities. These terms are not interchangeable and reflect a progression in housing design that reduces barriers and decreases the need for specialized design while increasing the usability across ability levels.

**Projects submitted will be scored based on the following levels of design. Scores will progress from lowest to highest with Level 1 projects receiving the lowest point totals and Level 4 projects receiving the highest point totals.**

**Submitted projects are required to commit to meeting one of the following levels as part of the application process:**



RFP EXHIBIT 14

**FY2022 HUD AREA MEDIAN INCOME CHART**

Effective Date: June 15, 2022

**2022 HOME Income Limits**

San Antonio-New Braunfels, TX HUD Metro FMR Area

AMI: \$ 83,500

	% AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low	30%	\$ 17,400	\$ 19,900	\$ 22,400	\$ 24,850	\$ 26,850	\$ 28,850	\$ 30,580	\$ 32,850
	50%	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,450	\$ 44,800	\$ 48,100	\$ 51,400	\$ 54,750
	60%	\$ 34,860	\$ 39,840	\$ 44,820	\$ 49,740	\$ 53,760	\$ 57,720	\$ 61,680	\$ 65,700
Low	80%	\$ 46,450	\$ 53,050	\$ 59,700	\$ 66,300	\$ 71,650	\$ 76,950	\$ 82,250	\$ 87,550
	100%	\$ 58,100	\$ 66,400	\$ 74,700	\$ 83,500	\$ 89,600	\$ 96,200	\$ 102,800	\$ 109,500

**2022 NSP Income Limits**

San Antonio-New Braunfels, TX HUD Metro FMR Area

AMI: \$ 83,500

	% AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	50%	\$ 29,050	\$ 33,200	\$ 37,350	\$ 41,450	\$ 44,800	\$ 48,100	\$ 51,400	\$ 54,750
	60%	\$ 34,860	\$ 39,840	\$ 44,820	\$ 49,740	\$ 53,760	\$ 57,720	\$ 61,680	\$ 65,700
	80%	\$ 46,450	\$ 53,050	\$ 59,700	\$ 66,300	\$ 71,650	\$ 76,950	\$ 82,250	\$ 87,550
	100%	\$ 58,100	\$ 66,400	\$ 74,700	\$ 83,500	\$ 89,600	\$ 96,200	\$ 102,800	\$ 109,500
	120%	\$ 69,650	\$ 79,600	\$ 89,550	\$ 99,500	\$ 107,450	\$ 115,440	\$ 123,350	\$ 131,300

**2022 HOME Rent Limits**

San Antonio-New Braunfels, TX HUD Metro FMR Area

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm	6 Bdrm	
Low HOME	\$ 726	\$ 778	\$ 933	\$ 1,078	\$ 1,202	\$ 1,326	\$ 1,450	
High HOME	\$ 815	\$ 961	\$ 1,165	\$ 1,367	\$ 1,505	\$ 1,642	\$ 1,779	
Fair Market Rent	\$ 815	\$ 961	\$ 1,165	\$ 1,500	\$ 1,849	\$ 2,126	\$ 2,404	
50% AMI	\$ 726	\$ 778	\$ 933	\$ 1,078	\$ 1,202	\$ 1,326	\$ 1,450	
65% AMI	\$ 923	\$ 990	\$ 1,191	\$ 1,367	\$ 1,505	\$ 1,642	\$ 1,779	

**RFP EXHIBIT 15**

**SOLICITATION RFX GUIDE**

Posted as a separate document

**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.)

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 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.

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.

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

**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) 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.

**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

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. City is interested in the Developer and/or Development Team's previous experience on residential multi-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 rental housing development.

- Clearly distinguish the experience of the Respondent (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 Respondent (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 Respondent: 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: Respondent 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 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,

Respondent must provide the following information:

- Identification: Project name and type of development. If the Developer and/or Development Team differs from the identity of the current Respondent, please specify.
- Location: Location, including address and photographs of the project.
- Size and Uses: Description of the size, mix of uses, affordability levels and tenants' characteristics.
- Timeline: Submission of the project development timeline from acquisition of the Property to completion of construction.
- Development Cost: Description of the development cost. Include a brief explanation of the approach used to finance the project, identifying financing sources.
- 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.
- Public Entities: Identification of involved public/government entities.
- Funding: All sources and uses of funds are clearly indicated. Sufficient evidence of funding availability and/or commitments are included.
- Prior performance with CDBG/HOME funds includes evidence that project timelines were met, monthly reports were submitted timely, Applicant met compliance monitoring requirements, and funds were expended in accordance with funding agreements. **Only required if seeking CDBG/HOME Funding.**

## 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 corporations are often termed "non-stock corporations." They can take the form of a corporation, an individual enterprise (for example, individual charitable contributions), unincorporated association, partnership, foundation (distinguished by its endowment by a founder, it takes the form of a trusteeship), or condominium (joint ownership of common areas by owners of adjacent individual units incorporated under state condominium acts). Non-profit organizations must be designated as nonprofit when created and may only pursue purposes permitted by statutes for non-profit organizations. Non-profit organizations include churches, public schools, public charities, public clinics and hospitals, political organizations, legal aid societies, volunteer services organizations, labor unions, professional associations, research institutes, museums, and some governmental agencies.

- The City will consider and award up to 10 points for responses for non-profits, including a special type of nonprofit called a Community Housing Development Organization (CHDO).
  - A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. In order to qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, and capacity and experience. For more information about CHDOs, please visit the HUD website **24 CFR 92 Subpart G**.
- Unless already certified by the City of San Antonio (or concurrently applying for said designation), Applicants that meet the standards and HOME definition of a Community Housing Development Organization (CHDO) should complete the CHDO application at: [www.sanantonio.gov/GMA/certified/CHDOCertification](http://www.sanantonio.gov/GMA/certified/CHDOCertification)

**For-Profit entities that partner with a nonprofit entity may, at the city's sole discretion, be eligible to be awarded up to the same 10 points that a 100% non-profit is eligible to be awarded in the following scenarios:**

- **51% Non-Profit ownership; or**
- **Wholly owned non-profit affiliate serves as the general partner; or**
- **Wholly owned non-profit affiliate owns 50% or more of the cash flow in the transaction**

### **Public Facility Corporations**

The City of San Antonio is requiring respondents who partner with a Public Facility Corporation to utilize the San Antonio Housing Trust Public Facilities Corporation (SAHT PFC) as its development partner\*. The SAHT PFC is a non-profit agency under contract with the City of San Antonio with a mission to deliver affordable housing to San Antonio's most vulnerable residents. The SAHT is a formal partner in the implementation of the Strategic Housing Implementation Plan (SHIP) to meet San Antonio's 10-year affordable housing goals. To learn more about the SAHT, please visit <https://sahousingtrust.org/>

If the respondent is partnering with a PFC outside of SAHT PFC, please submit a request for a waiver and it is at the City's sole discretion to approve that partnership.

*\*Projects developed by a Public Housing Authority as defined by HUD may utilize the Housing Authority's Public Facility Corporation as its development partner. [www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph](http://www.hud.gov/program_offices/public_indian_housing/programs/ph)*

## 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 the **Gap Request Form, RFP Attachment A, Part Ten** and in the **Pro Forma, RFP Attachment A, Part Eleven**.

#### **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. **The City requires that the successful Respondent obtain a Certificate of Occupancy for the proposed project within two-years and obtain the Building Permit and break ground for construction of the project within nine (9) months, with a priority for six (6) months, unless otherwise approved by the City in writing at their sole discretion. No more than one page for this section.**

#### **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.]

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 years.
8. HOME Match Funds: Projects must indicate sources of HOME match funds. Additional information can be found on **Exhibit 10, Homeownership CDBG and HOME Requirements**.

## RFP ATTACHMENT A, PART FIVE

### UNIT SPECIFICATIONS, CONSTRUCTION PRIORITIES, EQUITY, LOCATION, PROJECT SITE PLAN AND TIMELINE AND SUSTAINABILITY

#### DESIGN & CONSTRUCTION PRIORITIES

**Projects that receive bond funding must provide 100% of units with universal design (must meet or exceed Unified Development Code) as described in Level 2 Universal Design, as required by federal law, of RFP Exhibit 13, with a minimum of one ADA compliant pedestrian route to each unit.**

**Projects that receive bond funding should prioritize:**

- A. Creating walkable, well-lit, safe, and ADA-accessible pathways to public transit options
- B. 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
- C. 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 and homeowners
- D. Integrating high-speed, reliable, and affordable internet and mobile infrastructure into design plans. Please complete the Project Summary & Questionnaire included as Attachment A, Part Eight for this section.
- E. Bringing major mechanical and structural systems (foundation, roof, plumbing, electrical, and HVAC) up to code in older housing stock.
- F. Meeting a high Property Condition Assessments (PCA) rating
  - **Provide a Property Condition Assessment (PCA) report dated within the last year for rehabilitation projects.** Rehabilitation projects will be expected to meet a high PCA rating after completion of the project.

#### ZONING, SITE PLAN & TIMELINE

1. Development team must have site control and property must be properly zoned to apply.
2. Each proposal must provide a site plan for the development, including a rendering. Housing Bond Committee parameters may necessitate changes to the final construction drawings and require City approval. Please provide a description of the development site plan and renderings which must include:
  - Total preliminary size of development, in square footage
  - The preliminary mix of uses as divided by square footage, as well as the amount of parking to be provided for each use and how it will be provided (e.g., underground parking garage, above ground parking garage, as applicable)
  - Provide the development cost for any parking improvements in the form of price per parking space.
  - An explanation of the project's scale and mass relative to the surrounding developments.
  - A proposed site plan at a scale of 1 inch = 100 feet.
  - 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.
3. Provide a complete development schedule for the project, including approvals from other entities involved, construction, marketing and absorption of the buildings proposed. Include detail on phasing, if applicable.
4. Proposed sites are required to be properly zoned to be considered for funding. The City will consider an active rezoning case; however, the correct zoning **must** be approved by City Council no later than April 20, 2023.

#### EQUITY

**Acquisition, rehabilitation, and preservation projects that receive bond funding will prioritize public housing and income-based housing\* and will be in established neighborhoods with older housing stock, areas with high to moderate equity scores (low income and high proportion of people of color), with a priority for areas with high rates of eviction, and housing that is at risk of demolition. Ensuring wide geographic availability and working to decrease racial and social economic segregation.**  
Information on the City's Equity Atlas can be found as **RFP Exhibit 9.**

Please complete the Project Summary & Questionnaire included as **Attachment A, Part 8** for this section.

*\*Income based housing is rental housing for which rent is based on the specific family size and income, adjusted in the event of a change in the tenant-household's income (in line with HUD guidance).*

## LOCATION PRIORITIES

Bond funding will prioritize areas with **strong access to transit, public transportation and trail systems, areas with high to moderate equity scores, RFP Exhibit 9, 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.**

- A. Permanent Supportive Housing will take a Housing First approach, in line with HUD guidance and will be prioritized in areas with high to moderate scores. Please see **RFP Exhibit 9 for more information on the City of San Antonio Equity Atlas.**
- B. **New rental and homeownership construction will be prioritized in areas with low to moderate equity scores. Please see RFP Exhibit 9 for more information on the City of San Antonio Equity Atlas.** Please complete the Project Summary & Questionnaire included as Attachment A, Part Eight for this section.

## SUSTAINABILITY

The successful Respondent is encouraged to support the green building objectives of the SA Tomorrow Sustainability Plan the SA Climate Ready Plan by being required to meeting Level 2 Certification from Build San Antonio Green (BSAG) or equivalent, **RFP Exhibit 12**, 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 system 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.**

- **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 Better)
- Electrification of heating and cooling equipment
- High Solar Reflectance Roof (Min. 50% of Building Footprint)
- Enhance connections to transportation, especially active and transit options.
- Cool and reflective surfaces, including roofs and pavement
- Demonstrate/annotate the use of sustainable building materials.
- Water efficiency measures
- Low Impact Development (Subject to Verification by SARA)
- Water collection and reuse
- Drip-irrigation only
- Bio Swales and Xeriscaping/SAWS WaterSaver 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 SIX

### DISPLACEMENT, RESIDENT PROTECTIONS, AND AMENITIES/RESIDENT SERVICES

#### **DISPLACEMENT & RESIDENT PROTECTIONS**

Projects that receive bond funding will not cause direct, involuntary, displacement of residents. New housing construction projects that receive bond funding must complete a Displacement Impact Assessment, **RFP Attachment A, Part Thirteen**, and prioritize low to moderate equity areas. **Priority will be given to projects with the least displacement impact. Additionally, projects receiving bond funding will follow the city's adopted tenant's protections to include the voucher incentive program and notice of tenant's rights and any other housing incentive guidelines City Council may adopt.**

The Applicant must provide a relocation plan for persons who are displaced temporarily or permanently as prescribed in the Uniform Relocation Act.

#### **AMENITIES/RESIDENT SERVICES**

The successful Respondent must provide at minimum the standard high-quality modern amenities into their development characteristic of market rate newly constructed development. 5 secured bicycle parking/storage spaces are required on-site for residents for every 20 residential units. In addition, the City will consider other meaningful onsite services or public benefits that would provide opportunities for residents to become involved in their immediate and larger communities. Examples of other meaningful onsite services include, but are not limited to resident services such as youth recreational facilities and on-site after school programs, partnerships with local non-profits, food pantries, case management, Ready to Work job training partnerships, community events and festivals, health and wellness facilities and programming, cultural design and enrichment components that honor the neighborhood's history, community playgrounds, edible gardens and public art exhibits. **No more than one page for this section.**

## RFP ATTACHMENT A, PART SEVEN

### AFFORDABILITY

The requirement for rental housing, for production or acquisition, including the buying down of rents in existing developments, is at least 10% of the units shall be affordable for households earning 30% AMI or below or be a HUD funded 202 or 811 developments. Additional points will be awarded to developments that prioritize additional units offered at 30% AMI or below, in line with Housing Bond Committee and City Council adopted parameters:

Rental housing production and acquisition to prioritize public housing/income-based housing for households making up to 50% AMI with a priority for 30% of the Area Median Income.

- Sustainability, as it translates to energy efficiency and long-term cost to the resident, will be considered with the affordability of a unit. Respondents 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 respondent's subsidy cost per unit.

Points will be awarded in this section at the **discretion of the committee**. Please see **RFP Exhibit 11** for income limits for CDBG and HOME and **RFP Exhibit 14** for HUD Income Limits for Bond funded projects.

#### Income-Based or Public Housing

Five (5) points will be awarded if the development includes Income-based housing units per HUD guidelines or public housing.



**4. Special Populations**

Is your project serving a special population or populations?  Yes  No  
If yes, please list:

**5. SA Ready to Work**

Did you take the SA Ready Employer Pledge?  Yes  No  
Did you Property Manager/Sales Manager sign up to be a Community Ambassador?  Yes  No

**6. Universal Design & Accessibility**

Is your project providing 100% of units with universal design (meeting or exceeding as defined by the Unified Development Code) with a minimum of one ADA compliant pedestrian route to each unit when technically feasible?  
 Yes  No If yes, which Level 1 2 3 4  
If no, please explain:

**7. Construction Priorities**

**Is your project providing the following?**

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

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

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

If the project includes rehabilitation of any buildings, it is brought up to the criteria outlined in Section 4.3?  
 Yes  No

**8. Priority Housing Development Location**

Project within proximity to major transit / public transportation system?  Yes  No

Project in a SA Tomorrow Regional Center?  Yes  No

Project in proximity to an economic corridor(s)?  Yes  No

**9. Project Location Equity**

Project is within equity score area 1 - 3?  Yes  No

Project is within equity area score 4 - 7?  Yes  No

Project is within equity area score 8 - 10?  Yes  No

**10. Project Readiness & Community Support**

Do you have site control of the project site?  Yes  No

Is your project properly zoned?  Yes  No

Is the property platted for the development  Yes  No

Do you have letters of support for the project (If yes please attach)  Yes  No

RFP ATTACHMENT A, PART NINE

UNDERWRITING ACKNOWLEDGEMENT AND EXCEPTIONS REQUEST

**Part 1**

I, the undersigned, hereby certify and acknowledge

- (a) that I am duly authorized to act on behalf of the applicant and by signing this acknowledgement am binding the applicant hereto.
- (b) that I have read the City's Underwriting Guidelines for projects proposed under the 2022 Housing Bond Program.
- (c) that I understand and agree that any preliminary selection under the Housing Bond Program will be subject to further underwriting pursuant to these standards.
- (d) that any variations, waivers, or exceptions to the Underwriting Guidelines will be in the City's sole and absolute discretion and that failure to satisfy the City's criteria may result in rejection of the proposal prior to entering a binding sale and/or funding agreement under the Housing Program.
- (e) that among other requirements, the City will require that deed restrictions or other covenants running with the land imposing affordability and use restrictions consistent with the Housing Program must be recorded, maintain a senior lien position to all financing for the project and must be non-foreclosable; and
- (f) that any variation, waiver, or exception being proposed as part of the application has been disclosed along with a proposed justification for such a waiver in Part 2 below.

**Part 2**

Applicant is not proposing any variations or requesting any waivers from the Housing Program underwriting criteria.

Or

Applicant proposes and/or request variances to the Housing Program Underwriting Criteria as follows:

<p><i>Provide a clear description of the standard, the alternative being proposed, and a justification for the variation.</i>  Example:</p> <p>Underwriting criteria limits the contingency on new construction to a maximum of 7% of hard costs. ACME Development Group is proposing a 10% contingency at this stage due to the history of the site and the likelihood of debris, buried foundations, and the need for soil replacement.</p>

Signed by	Print Name
On behalf of	Date

RFP ATTACHMENT A, PART TEN

GAP REQUEST FORM

CITY OF SAN ANTONIO GAP REQUEST FORM

Project Name: 2022 Housing Bond & CDBG and HOME Affordable Rental Production and Acquisition

\_\_\_\_\_  
Legal Name of Company (print)

Please provide the amount of funds and preference for source of funds requested. Preferences will be considered but recommendation could be for any funding source available. Applicant should not apply to other City programs for gap funding or impact fees or waiver, unless already awarded.

Total Funding: \$ \_\_\_\_\_ Breakdown of funding Request:

Amount Requested	Source Preferred	Funding Use
		Construction & development costs
		Onsite services
		Capital expenses, maintenance, and operating costs
		Rent and rent reserves
		Acquisition
		Other:

I. LEVERAGED FUNDING

Name and amount of each other financing source not including current request (if applicable):  
(PACE, historic tax credits, opportunity zones, TIF, 9% or 4% Tax Credits, tax exempt bonds, CDBG/HOME, etc.)

Are you applying for a PACE Loan? Yes \_\_\_ No \_\_\_

PACE programs allow a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a voluntary assessment. The unique characteristic of PACE assessments is that the assessment is attached to the property rather than an individual. Learn more about PACE at: [www.energy.gov/eere/slsc/property-assessed-clean-energy-programs](http://www.energy.gov/eere/slsc/property-assessed-clean-energy-programs)

Financing Source #1

Funding Source Name: \_\_\_\_\_ \$ \_\_\_\_\_

Financing Source #2

Funding Source Name: \_\_\_\_\_ \$ \_\_\_\_\_

Financing Source #3

Funding Source Name: \_\_\_\_\_ \$ \_\_\_\_\_

Financing Source #4

Funding Source Name: \_\_\_\_\_ \$ \_\_\_\_\_

**RFP ATTACHMENT A, PART ELEVEN**

**PROJECT PRO FORMA AND EXCEL FILE**

Respondents are required to fill out the project pro forma as an unlocked Excel file as part of the response to the RFP.

Posted as a separate attachment

**RFP ATTACHMENT A, PART TWELVE**

**SCHEDULE OF REAL ESTATE OWNED**

Each underlying owner of the proposed general partner (s) or managing member must complete this form. List all projects in which the entity has a general/managing member interest (even if partial). List projects in reverse chronological order with the most recently completed projects first. Financial metrics (ex: occupancy, debt balance, revenue, NOI, etc.) use year-end figures for the most recent fiscal year. Share of GP/MM should be percentage ownership in the GP/MM entity, not the GP/MM share of the LP/LLC. Complete additional sheets as needed to list the entire portfolio of real estate owned.

Posted as a separate attachment.

**RFP ATTACHMENT A, PART THIRTEEN**

**DISPLACEMENT IMPACT ASSESSMENT**

Displacement Impact Assessment: Initial Screening																																									
<p><i>Note: Direct displacement occurs when a household is forced to move from their home for longer than one year. If residents are displaced for less than 12 months and expected to return to the site they vacated, this is not considered displacement for the purposes of this program.</i></p>																																									
<b>1</b>	<p>Would the proposed development directly displace any existing residents from the site, for more than 12 months?  <i>Answer 'yes' if residents have already been directly displaced, including by a previous owner as a condition of sale to the current owner.</i></p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes  <input type="checkbox"/> No                 </p> <p>Relocation plans must be provided to address the re-housing of any households displaced or temporarily relocated by demolition and/or redevelopment associated with the proposed project. Describe how many impacted households there are and for how long the households will be relocated. Include as much information as possible about the residents including their housing type (own/rent in multifamily, single family, mobile home, unsheltered, etc.), and approximate incomes. Include information about people experiencing homelessness on the site of the proposed development.</p>																																								
<b>2</b>	<p>Is the site located in whole or in part within any of the below Census tracts?</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th colspan="3" style="text-align: center;">At Risk Census Tracts</th> </tr> </thead> <tbody> <tr> <td rowspan="13" style="vertical-align: top; padding: 5px;">                     These Census Tracts have experienced rapid increases in housing costs compared to the city average, and have higher proportions of renters, people of color, and people without a bachelor's degree.                       If you do not know the census tract in which your project is located, look it up using the project's address <a href="#">here</a>.                 </td> <td style="text-align: center;">1302</td> <td style="text-align: center;">1610</td> <td style="text-align: center;">1802.01</td> </tr> <tr> <td style="text-align: center;">1105</td> <td style="text-align: center;">1906.01</td> <td style="text-align: center;">1607.02</td> </tr> <tr> <td style="text-align: center;">1307</td> <td style="text-align: center;">1304.02</td> <td style="text-align: center;">1106</td> </tr> <tr> <td style="text-align: center;">1520</td> <td style="text-align: center;">1704.01</td> <td style="text-align: center;">1214.04</td> </tr> <tr> <td style="text-align: center;">1508</td> <td style="text-align: center;">1411.01</td> <td style="text-align: center;">1702</td> </tr> <tr> <td style="text-align: center;">1411.02</td> <td style="text-align: center;">1910.04</td> <td style="text-align: center;">1816.02</td> </tr> <tr> <td style="text-align: center;">1303</td> <td style="text-align: center;">1605.01</td> <td style="text-align: center;">1718.02</td> </tr> <tr> <td style="text-align: center;">1410</td> <td style="text-align: center;">1616</td> <td style="text-align: center;">1910.06</td> </tr> <tr> <td style="text-align: center;">1701.01</td> <td style="text-align: center;">1305</td> <td style="text-align: center;">1601</td> </tr> <tr> <td style="text-align: center;">1306</td> <td style="text-align: center;">1309</td> <td style="text-align: center;">1615.01</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">1512</td> </tr> </tbody> </table> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes  <input type="checkbox"/> No                 </p> <p>List the census tract(s) in which proposed development is located: _____</p>				At Risk Census Tracts			These Census Tracts have experienced rapid increases in housing costs compared to the city average, and have higher proportions of renters, people of color, and people without a bachelor's degree.  If you do not know the census tract in which your project is located, look it up using the project's address <a href="#">here</a> .	1302	1610	1802.01	1105	1906.01	1607.02	1307	1304.02	1106	1520	1704.01	1214.04	1508	1411.01	1702	1411.02	1910.04	1816.02	1303	1605.01	1718.02	1410	1616	1910.06	1701.01	1305	1601	1306	1309	1615.01			1512
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	1701.01	1305	1601																																						
	1306	1309	1615.01																																						
			1512																																						
	<b>3</b>	<p>Would the proposed development increase the population in the Census tract in which it is located by more than ten percent?</p>																																							

Follow these steps to answer this question:

- 2) Determine the number of residents currently in the census tract:
  - a. Visit [data.census.gov](https://data.census.gov).
  - b. Use the most recently available Census data (As of Feb. 2022, this will be the 2020 Decennial Census.)
  - c. Enter "population" in the search box
  - d. From the left side menu, select "geography."
  - e. Under "Most Commonly Used Geographies" select "Tract", then Texas, and then Bexar County. A list of all the census tracts in Bexar County will appear.
  - f. Select the census tract in which your project is located. If you do not know the census tract in which your project is located, look it up using the project's address [here](#).

- 3) Determine the number of residents expected in the development.
  - a. Multiply the number of bedrooms (counting studios as 1 bedroom) by 1.5. Assume full occupancy, and do not apply an assumed vacancy rate.

Example:

Apartment Type	Number in Proposed Development
Studio*	50
1 bedroom	50
2 bedrooms	25
3 bedrooms	25
Total number of bedrooms:	225
Estimated occupancy**:	225 X 1.5 = 338 people

\*Count studios as one bedroom for the purposes of this calculation.

\*\* Round to the nearest whole number. In this example, 337.5 was rounded to 8.

- 4) Compare:
  - a. Current Population x .1 = \_\_\_\_\_
  - b. Estimated Occupancy = \_\_\_\_\_
  - c. Is "b" greater than or equal to "a"?
    - Yes
    - No

## RFP ATTACHMENT B

### CONTRACTS DISCLOSURE FORM

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

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction.
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction.
      - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
      - c. The board members, executive committee members, and officers of entities listed above; and
    - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
      - a. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

**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. Any such information should be provided on a separate page, attached to this form, and submitted with your proposal.**

## RFP ATTACHMENT D

### **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 E**

**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: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract prior to City Council consideration.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter 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 the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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.

Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Project Partnership Acknowledgement**

If the project is in partnership with a local Housing Trust or Public Facility Corporation, please provide confirmation all information included in the application is accurate:

\_\_\_\_\_  
Housing Trust PFC Representative Name and Title

\_\_\_\_\_  
Signature Date

(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 F**

**PRE-SUBMITTAL CONFERENCE AGENDA**

Posted as a separate attachment

**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.

Document	Initial to Indicate Document is attached to Proposal	Recommended Page limit
Table of Contents		1
Executive Summary		2
General Information Form and Three (3) Reference Letters -RFP Attachment A, Part One		6
Development Experience-RFP Attachment A, Part Two		3
Non-Profit Status -RFP Attachment A, Part Three		1
Gap Request, Project Readiness, and Underwriting Review,-RFP Attachment A, Part Four		4
Unit Specifications, Construction Priorities, Equity, Location, Project Site Plan and Timeline and Sustainability-RFP Attachment A, Part Five		2
Displacement, Resident Protections, and Amenities/Resident Services-RFP Attachment A, Part Six		2
Affordability-RFP Attachment A, Part Seven		
Project Summary & Questionnaire- RFP Attachment A, Part Eight		2
Underwriting Acknowledgement and Exceptions Request- RFP Attachment A, Part Nine		3
Gap Request Form-RFP Attachment A, Part Ten		2
Project Pro Forma submitted unlocked in an Excel file-RFP Attachment A, Part Eleven		3
Schedule Real Estate Owned Form-RFP Attachment A, Part Twelve		2
Displacement Impact Assessment (DIA)-RFP Attachment A, Thirteen		3
<b>Exhibit 12 - BSAG Multi-Family New Construction for Affordable Housing Checklist</b>		<b>12</b>
+Contracts Disclosure Form RFP Attachment B		4
Litigation Disclosure Form- RFP Attachment C		1
+Certificate of Interested Parties (Form 1295) RFP Attachment E		1
Proof of Insurability		1
+Signature Page-RFP Attachment E		1
Proposal Checklist-RFP Attachment G		1
+Signed Addenda, if applicable.		
One (1) <b>COMPLETE</b> electronic submission through SAePS		
Recommended Total Page Limit		50

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

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