

CITY OF SAN ANTONIO
NEIGHBORHOOD AND HOUSING SERVICES DEPARTMENT



**NEIGHBORHOOD &
HOUSING SERVICES**

REQUEST FOR QUALIFICATIONS("RFQ")

For

Courtesy Contractor List for NHSD Home Rehab Programs

(26-009, RFx: 6100019475)

Release Date: J a n u a r y 2 1 , 2 0 2 6

Proposals Due: M a r c h 1 0 , 2 0 2 6

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Section 2-309 of the Municipal Campaign Finance Code is applicable and incorporated into this high profile solicitation. Therefore, 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 the solicitation has been released through the 30th calendar day following the approval by City Council ("blackout" period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, 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 February 4, 2026***

The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.

Where the term "Contract" is used in Section 3-09 of the Municipal Campaign Finance Code, the term "solicitation" shall apply

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 RFQ or proposal from the time the RFQ has been released until the solicitation is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFQ has been released until the final action on the solicitation is taken 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 RFQ 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 RFQ entitled "Restrictions on Communication".

002 - TABLE OF CONTENTS

Contents

002 - TABLE OF CONTENTS 2
003 – BACKGROUND..... 3
004 - SCOPE OF SERVICE..... 5
005 - ADDITIONAL REQUIREMENTS 9
006 - TERM OF COURTESY CONTRACTOR LIST..... 10
007 - PRE-SUBMITTAL CONFERENCE 10
008 - PROPOSAL REQUIREMENTS 10
009 - CHANGES TO RFQ..... 13
010 - SUBMISSION OF PROPOSAL..... 13
011 - RESTRICTIONS ON COMMUNICATION..... 14
012 - EVALUATION OF CRITERIA..... 15
013 - RESERVATION OF RIGHTS 15
014 - SCHEDULE OF EVENTS 16
015 - RFQ EXHIBITS 17
016 - RFQ ATTACHMENTS RFQ ATTACHMENT A,..... 22

003 – BACKGROUND

The City of San Antonio's (the "City") Neighborhood and Housing Service Department ("NHSD") is seeking to develop a list of licensed and insured contractors to support the City's Major Rehabilitation and Minor Home Repair Programs. Services will be provided to qualified homeowners who are approved for home rehabilitation programs funded by the HOME Investment Partnerships program (HOME), the Community Development Block Grant program (CDBG), the City General Fund, and the Affordable Housing Bond.

The list will be made available to qualified homeowners as a courtesy to help them identify qualified contractors to perform rehabilitation work on their properties.

While inclusion on the list does not guarantee a minimum number of projects, the volume of home rehabilitation projects has required the use of multiple contractors. The City estimates the following number of rehabilitation projects to be completed by type over a 12-month period, each year, to be as follows:

Type of Rehabilitation	Estimated Number of Units to Complete Annually
Roof replacement for single-family homes	200
Minor Repair	80
Major Home Rehabilitation	57

The City will enter into individual funding agreements with qualified homeowners to fund City-approved Scopes of Work (SOW) that meet applicable federal, state, and local requirements and program guidelines. Funds are provided as grants or forgivable loans to homeowners to assist with eligible home repairs. Homeowners are responsible for selecting their own contractor and entering into a direct agreement with that contractor. As a courtesy to approved homeowners, the City provides a list of licensed and insured contractors who have met program requirements. Homeowners may choose a contractor from this list or select a contractor of their own, provided they obtain at least three (3) competitive bids, and contractor of their choice meets all program qualifications.

Contractors on the courtesy list do not work for the City. They are independently contracted by the homeowner and are directly responsible to the homeowner for the quality and completion of the work. The City's role is limited to oversight of the funding agreement with the homeowner, scope review, permit verification, and payment processing to ensure compliance with program standards.

The HOME program provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

In addition to the HOME and CDBG programs, the City funds home rehab programs through its General Fund and Affordable Housing Bonds

Respondents agree to provide the services in accordance with all applicable federal, state and local laws, standards and regulations, including but not limited to the following:

ENVIRONMENTAL REVIEW REQUIREMENTS:

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

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.

HOME AND CDBG REPORTING REQUIREMENTS:

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

HUD SECTION 3 REQUIREMENTS:

Section 3 is a provision of the HUD Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency. To the greatest extent possible, Section 3 requires that recipients of certain HUD financial assistance provide job training and employment opportunities to low- or very low-income residents in connection with projects and activities in their neighborhoods. The new Section 3 Final Rule took effect on November 30, 2020. Among these changes, is a requirement to track labor hours rather than new hires of Section 3 workers and Targeted Section 3 Workers. These requirements apply to housing rehabilitation, housing construction, and other public construction projects that have \$200,000 or more of housing and community development financial assistance from one or more HUD funding programs, regardless of its use in the overall project (e.g., acquisition, hard construction costs, etc.). For this solicitation, the evaluation committee will consider whether the Respondent is a Section 3 certified business and any history with Section 3 reporting. At this time, the City will accept any non-expired City-provided Section 3 Business certifications. For more information on Section 3 requirements, please visit the City's website at:

<https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Certifications/Section-3>.

PROGRAM POLICIES FOR HUD-FUNDED AFFORDABLE HOUSING ACTIVITIES:

Through the approval of Ordinance 2019-10-31-0886 and as amended by Ordinance 2021-11-18-0879, the City adopted the Program Policies for HUD-Funded Affordable Housing Activities (the "Program Policies"), which are applicable to this RFQ 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 RFQ. The Program Policies are available on the City website on the "Resources" webpage of the NHSD-GMA website at: www.sanantonio.gov/GMA/.

Note - To the extent there is any conflict between this RFQ 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.

Pursuant to regulations and Program Policies, work must be performed according to the City's written rehabilitation standards, and **all major systems in each housings unit must be brought up to meet the City Residential Building Code**. Proposals for rehabilitation or preserving current housing must meet any relevant HUD definitions of rehabilitation of existing housing. More details on these items can be found in Appendix J of the Program Policies.

Additional Applicable rules and regulations include:

- A. Respondent shall comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, which governs the deductions from paychecks which are allowable and makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled and requires all contractors to submit weekly payrolls and statements of compliance.
- B. Respondent shall comply with Chapter 2258 of the Texas Government Code, and City Ordinance 2008-11- 20-1045, Wage and Hour Labor Standard Provisions, as set forth below.
 - (i) Respondent shall provide city with sufficient documentation to verify that the provisions of Chapter 2258 of the Texas Government Code, and City Ordinance 2008-11-20-1045 are met. Respondent understands and acknowledges that City may request periodic reports or support to ensure adherence to prevailing wage rates provisions.
 - (ii) If, as a result of city's review, city finds any violations, Respondent shall forfeit as a penalty to city sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day,

or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under programs, by the contractor or any sub-contractor.

- (iii) Respondent understands and agrees that the establishment of prevailing wage rates pursuant to City Ordinance 2008-11-20-1045 shall not be construed to relieve Respondent or any subcontractor from their obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder.
- C. Respondent acknowledges, understands, and agrees to comply to with [Title VII of the Civil Rights Act of 1964 | U.S. Equal Employment Opportunity Commission](#) (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin.
- D. Respondent acknowledges, understands, and agrees to comply to with the [Equal Pay Act of 1963 \(EPA\), https://www.eeoc.gov/statutes/equal-pay-act-1963](#) which protects men and women who perform substantially equal work in the same establishment from sex- based wage discrimination.
- E. Respondent acknowledges, understands, and agrees to comply to with the [Age Discrimination in Employment Act of 1967 | U.S. Equal Employment Opportunity Commission](#) which protects individuals who are forty (40) years of age or older.
- F. Respondent acknowledges, understands, and agrees to comply to with [Titles I and V of the Americans with Disabilities Act of 1990 \(ADA\) | U.S. Equal Employment Opportunity Commission](#), as amended, which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.

[REQUIREMENT FOR ALL PROJECTS]

Rehabilitation and repair services may include correcting housing code violations, addressing health and safety hazards, installing ADA modifications, replacing roofs, improving energy efficiency, and enhancing long-term housing affordability. Reconstruction may involve demolishing and rebuilding residential structures when rehabilitation is not feasible.

City staff will qualify each eligible household and provide oversight throughout the project. For most programs, homeowners work with their selected contractor to assess the property and develop a detailed Scope of Work. For the Under 1 Roof Program, City staff will prepare the SOW directly.

All contractor SOWs and cost estimates must be reviewed and approved by City staff prior to work beginning. Once approved, the contractor must review the scope with the homeowner and obtain their written approval. Work must strictly adhere to the approved scope. Any unauthorized work outside the approved SOW is the sole responsibility of the contractor and will not be reimbursed by the City.

Contractors are required to provide a minimum one-year warranty on completed work. Failure to address warranty claims within 14 days may result in removal from the courtesy list.

004 - SCOPE OF SERVICE

Selected contractors will provide rehabilitation and reconstruction services for qualified homeowners participating in NHSD-funded home repair programs. Services will be delivered in a mutually agreed-upon format. Inclusion on the courtesy list does not guarantee a minimum number of projects or selection for projects; assignments will depend on homeowner selection, contractor availability, and the City's annual production goals.

Each home will be assessed by NHSD staff to determine whether it qualifies for minor repairs or major rehabilitation, based on the condition of its major systems and compliance with health, safety, and building codes. Contractors will then conduct a site visit to develop a detailed Scope of Work (SOW) tailored to the property's needs. Projects are defined as:

Major Rehabilitation involves repair of two or more of a home's major systems such as foundation/structural issues, full electrical upgrade, plumbing and/or sewer line issues, and/or Heating, Ventilation, Air Conditioning also known as HVAC.

Homes that require foundation repairs and one other systems repair will be designated as a major rehab project. Depending on the nature and scope of the project, a major rehabilitation project may be determined to require an extensive demolition and reconstruction if repairs to the home alone are not feasible to address all necessary health and safety concerns.

Minor Repair involves repairs that do not include foundation or structural repairs. Examples of minor home repairs include (not limited to) water heater replacement, window replacement/upgrade, roof shingle replacement, and interior/exterior door replacement.

The following scope of services is not intended to be a complete list of all services that may be needed by the homeowner. The scope of work for each home will be developed on a project-by-project basis:

- 4.1. **Courtesy Contractor List & Selection.** Homeowners will select a contractor from the City's courtesy list (or other qualified contractor) of licensed and insured contractors to assess the property and prepare a detailed Scope of Work (SOW) for City and homeowner approval prior to the start of any work. as long as Contractor will be approved for Projects 's If a homeowner chooses a contractor not on the courtesy list established through this RFQ, their selected contractor must meet all requirements detailed in this RFQ. Any contractor chosen by the homeowner but not appearing on the list will be subject to the same performance standards outlined in this RFQ.
- 4.2. **Scope of Work.** For projects being considered for funding under the rehab programs, excluding Under 1 Roof, the contractor(s) will conduct a site visit to assess the property and prepare a detailed, itemized Scope of Work (SOW), including cost estimates. For the Under 1 Roof program, City staff will create the SOW. In all cases, the SOW must be reviewed and approved by both City staff and the homeowner. Each line item must align with specifications established by City staff to ensure compliance with program standards.
- 4.3. **Unexecuted or Withdrawn Projects.** In some cases, a contractor may complete a property assessment and prepare a SOW, but the project may not move forward. This may occur if the homeowner withdraws from the program, is determined ineligible, or declines to sign the required program agreements and other required documents. In such cases, the City is not obligated to issue a Notice to Proceed or compensate the contractor for work performed prior to being approved by the City to begin work.
- 4.4. **Rehabilitation Spending Limits.** Rehabilitation Contractor(s) shall perform rehabilitation or reconstruction work as determined in the SOW reviewed and approved by both City staff and the qualified homeowner. Rehabilitation scopes of work will vary from roof shingle replacement (up to \$19,000), minor repair/rehabilitation (up to \$25,000), major rehabilitation (up to \$130,000) and reconstruction (up to \$145,000). It is imperative that Respondents understand that the City will utilize **cost estimating software RS Means** (or equivalent) to arrive at an approved scope of work and project costs to adhere to funding policies. *These amounts are subject to change based on City Council policies. RS Means* updates quarterly to account for variability and market conditions of labor and materials. The City does not allow for inclusion of General Conditions costs in the approved Scope of Work. Project funding limits may be adjusted by the City at any time based upon the City's budget and priorities. Approved architecture plans will be provided by the City for reconstruction units. The contractor may be permitted to submit different house plans for the City's consideration. Consideration will include but is not limited to reconstruction costs, completion timeline, homeowner needs, lot size, and compliance with City codes and policies. The City reserves the right and authority to review and select in its sole and final discretion the proposed house plan to be presented to the homeowner. Failure to comply with this reservation of the City's right to review will result in the contractor's immediate termination from the courtesy list.
- 4.5. **Site Visit.** The City of San Antonio, and any City assigned designee, shall be permitted to inspect any and all rehabilitation or reconstruction work on a regular basis as outlined in the proposal to ensure that the selected Contractor(s) is performing pursuant to the approved scope of work and adhering to the City building codes and rehabilitation standards.
- 4.6. **Final Inspection and Workmanship Warranty.** The selected contractor(s) must prepare all necessary documents required for the final inspection of work and issue a Certificate of Final Inspection signed by the

selected contractor, the City staff, and the homeowner. A copy of this notice must be provided with the final Request for Payment. Upon final acceptance, the one-year workmanship warranty will begin. The contractor is responsible for the timely repair, replacement or remediation of any warranty items claims for the first (1) year after the home is complete. Failure to remediate any warranty work in a timely manner will result in the contractor being terminated from the courtesy list.

- 4.7. **Request for Payment.** The selected contractor(s) will prepare and submit to the City a Request for Payment (draw) along with supporting documentation for reimbursement, to include but not limited to: invoice, third party inspector report, Certificate of Final Inspection, Letter of Completion, termite report (if applicable), foundation letter (if applicable), and final pictures. Incomplete submissions will not be processed for payment. All documents must include accurate dates. If an invoice is declined, the dates on the invoice documents must be updated to reflect the most recent submission. Upon the City's approval of a complete and accurate Request for Payment, payment is anticipated to be made within 30 days or less.
- 4.8. **Change Orders.** For unforeseen concerns, although infrequent, the contractor(s) may prepare and submit change orders for City pre-approval and homeowner approval. Submission of a change order does not guarantee approval. All change orders must be approved by the City before any related work begins. Once approved in writing, the Contractor must present the change order to the homeowner for signature. If a change order causes the total project cost to exceed the established policy limit, a subsidy request will be required. An amendment to the project agreement with the homeowner will be executed and recorded with the county before any additional work is completed if required. All City-approved change orders for major home rehabilitation or reconstruction projects will require a formal contract amendment with the homeowner. Verbal approvals by NHSD or the homeowner are not permitted and will not be eligible for payment. Any work performed outside of the City-approved SOW is strictly prohibited and will be the sole responsibility and liability of the contractor. Such work or costs of materials will not be reimbursed by the City.
- 4.9. **Warranty Documents.** The contractor(s) must secure all manufacturers and supplier warranties prior to final payment for rehabilitation work and provide to and review them with the homeowner.
- 4.10. **Contractor Responsibility.** The selected contractor(s) must perform all duties as required by their agreement with the homeowner and in accordance with the Housing Program Policies and Procedures.
- 4.11. **Subcontractors.** The Contractor(s) is responsible for ensuring that all Subcontractors, if applicable, adhere to the requirements of the City's Housing Policies and Procedures, , as well as adhere to any local construction requirements and building codes.
- 4.11 A City's Housing Policy is available at:
<https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Programs-Plans/Policies>
- 4.11 B Housing Rehabilitation Standards are available at:
<https://www.sa.gov/Directory/Departments/NHSD/Partners-Developers/Programs-Plans/Construction-Rehabilitation>
- 4.12. **Site Visit Documentation.** The contractor(s) must ensure all programmatic, fiscal and staff records are available for all monitoring and site visits upon request. With respect to all matters covered by this solicitation, all records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the City may require for no less than a five (5) year period.
- 4.13. **Cost Reasonableness.** Cost reasonableness will be measured by the City with a comparison of contractor's cost estimate against the City's cost estimate. Variances between the cost estimates may require further clarification and/or negotiation between the City and the contractor. Rehabilitation and reconstruction contracts between the homeowner(s) and the contractor(s) will be firm fixed contracts and may only be amended upon approval by the City. This is to ensure that any changes to the Project are consistent with the Program requirements and that payment for any changes in the Project qualify for payment/reimbursement. Change orders will be reviewed in order to address unforeseen circumstances not accounted for in the scope of work.

- 4.14. **Permits and Inspections.** The selected Rehabilitation contractor(s) will secure and pay for all necessary construction permits and licenses required to perform the work and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work. All required permits must be obtained, approved, and shared with the City staff prior to the start of any Project. The contractor is responsible for scheduling and passing all required inspections and shall provide the City with copies of all permits and inspection reports upon issuance or completion. The City of San Antonio, and any City assigned designee, shall be provided a copy of all permits within 24 hours of receipt, and provide adequate notification of any scheduled Development Services Department (DSD) inspections, along with summaries of inspection passes or failures with 24 hours of the inspection.
- 4.15. **One (1) Year Warranty.** The selected Rehabilitation contractor(s) are required to provide, not less than a one (1) year warranty to the homeowner, which shall extend to subsequent owners of the Property. The warranty shall provide that improvements, hardware, and fixtures of whatever kind or nature installed or constructed on the property by the contractor must be new, of good quality and free from defects in workmanship or materials or deficiencies. The one (1)-year warranty period begins upon project completion, at the time of turnover, following the presentation of the Certificate of Final Inspection.
- 4.16. **Contract for Services.** The selected Rehabilitation contractor(s) will have a written contract with the Qualified Homeowner, and approved by the City, that complies with applicable federal, state, and local statutes, regulations and ordinances, and all applicable program-specific requirements.
- 4.17. **Contract Termination.** The contract between the homeowner and the Respondent may be terminated by the homeowner, upon written notice, at any time for nonperformance which may include but is not limited to work that does not comply with the scope of work, specifications, local housing codes or the contract time of performance or by the Respondent, upon written notice, for non-cooperation or interference by the homeowner. The contract between the homeowner and Respondent may not require the homeowner to incur or advance any expense.
- 4.18. **Funding Availability.** The funding availability is an estimate based on the annual budget appropriations adopted by City Council. NHSD does not determine the budget and therefore, it does not make any representation or assurances concerning the amount of future funding for these programs. City Council determines the City's budget priorities.
- 4.19. **Contractor Performance Scorecard.** The City, and/or designee, may apply an evaluation scorecard to monitor performance and satisfaction measures. Any scorecard rating performance below acceptable standards may result in removal of the contractor from the courtesy list.

005 - ADDITIONAL REQUIREMENTS

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 this RFQ shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean 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 herein, produced pursuant to this RFQ, will belong to and be the property of City. Respondent, if placed on the Courtesy contractor List, will be required to turn over to City, all such records as required by this RFQ. Respondent, if placed on the Courtesy contractor List, shall not, under any circumstances, release any records created during the course of performance pursuant to this RFQ to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

City's Wage and Hour Labor Standard

Contractors will be required to comply with the City's wage and hour labor standard as set forth in Ordinance No. 2008-11-20-1045.

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

006 - TERM OF COURTESY CONTRACTOR LIST

Rehabilitation contractor(s) will be selected for placement on the Courtesy contractor List for an initial period of one (1) year. After the initial one (1) year period, the City has the sole option to keep the contractor on the Courtesy contractor List under the same terms and conditions of this RFQ for four **(4) additional, one (1) year periods**. Further placement on the Courtesy contractor List may be made by the Director, or their designee, without action by City Council. However, placement of a Contractor on the list shall not be construed to be a guarantee of work. Additionally, a Rehabilitation contractor may be removed from the Courtesy contractor List at any time by the Director, or their designee, without action by City Council based on the Rehabilitation contractor's failure to perform in a timely manner, lack of responsiveness to the City, poor quality of workmanship, failure to maintain required licenses or insurance, or any other grounds that reasonably calls into question the Rehabilitation contractor's ability to provide timely and quality services to the homeowners benefitting from the City's Neighborhood and Housing Programs or demonstration of ability to comply with all applicability federal, state or local ordinances and policies. The homeowner may also terminate any contract at any time if funds are restricted, withdrawn, not approved or services provided by Rehabilitation contractor is unsatisfactory; it being understood that funds for each calendar year for the City's home rehab programs are allocated by City Council as part of the City's budget for each fiscal year.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held via WebEx information at 2:00 p.m. Central Time, on Monday, February 2, 2026. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

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

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

Meeting number (access code): 2330 184 5420

Meeting Link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=m04e510fa7486e53aa5c4633676397a88>

Meeting password: COSA

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

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

008 - PROPOSAL REQUIREMENTS

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

Submit one **(1) COMPLETE ELECTRONIC COPY** of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

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. The summary shall include how Respondent proposes to accomplish and perform Projects for this Program and unique problems perceived by Respondent and their solutions.

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

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFQ as Attachment A, Part Three.

Respondent’s Proposal shall describe components such as their delivery plan, warranty plan, cost estimating, subcontracting plan and other pertinent factors to understand Contractor(s) capacity to assist Neighborhood & Housing Services delivery of affordable housing projects.

The City estimates the number of projects to be completed with funding from its 2026–2027 budget as:

Type of Rehabilitation	Estimated Number of Projects
Roof replacement for single-family homes	200
Minor repair	80
Major home rehabilitation	57

SA Ready to Work Initiative

On November 3, 2020, City of San Antonio voters approved the SA: *Ready to Work* ballot initiative, authorizing a 1/8th cent sales and use tax for a period of four years to provide workforce development training and higher education to unemployed, underemployed, or underserved residents to obtain high-demand, well-paid careers, in accordance with Chapter 379A of the Texas Local Government Code ("the Better Jobs Act" or "Act").

Ready to Work includes the following objectives: increase access to industry-recognized certification training and college; provide wraparound services and emergency funding to ensure successful completion of training and career placement; increase collaboration within the workforce ecosystem; and promote accountability and adaptability throughout the process. The City has partners to provide services necessary to implement the program, namely intake, initial assessment, and case management services, which shall include educational guidance and enrollment, career guidance, job placement, and wraparound services to ensure success.

The *Ready to Work* initiative is seeking local businesses to take the pledge to invest in trainees in connecting people to job opportunities. Respondents are encouraged to learn more about the initiative as it may be an avenue to identify trained construction staff to connect residents to career opportunities. This Request for Qualifications will provide weight in review of proposals for businesses willing to commit to connected trained residents to career opportunities.

You can learn more by visiting, [Ready to Work SA – Educational and job placement program in San Antonio, Texas](#)

RESPONDENT DISCLOSURE FORM. Complete and submit Respondent Disclosure Form as RFQ Attachment B with the proposal. The Respondent Disclosure Form is posted as a separate document.

1. All Respondents must include the following information in the required Respondent 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
 - d. 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.

2. Place the copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to work completed under this RFQ shall complete and return this form.

***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM.** Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment D.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFQ if placed on the Courtesy Contractor List in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

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

SECTION 3 UTILIZATION FORM. Submit all completed, signed Section 3 Certificates/Utilization and any and all form(s), in this RFQ as Attachment F.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment G. 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 RFQ as Attachment H.

*Items with an asterisk require a signature.

Respondent is expected to examine this RFQ 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 RFQ

Changes to the RFQ, 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 RFQ.

010 - SUBMISSION OF PROPOSAL

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

Proposals must be received through the City's portal no later than **11:00 a.m., Central Time, on March 10, 2026**. Any proposal or modification received after this date and time 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 RFQ **WILL** close at the due date and time stated on the cover page of this RFQ. No exceptions.

Proposals sent by facsimile or email will not be accepted.

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

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" white paper. Unnecessarily elaborate brochures, artwork, bindings, visual aids, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFQ Section 008, Proposal Requirements, and **each section and attachment must be indexed as in the Table of Contents page**. For electronic submissions, 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 shall not be 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 shorthand 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 RFQ shall correctly state the true and correct name of the individual, proprietorship, corporation, limited liability company, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with Respondent's placement on the Courtesy Contractor List, 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 RFQ 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 the Finance Department shall have the discretion, at any point in this process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal 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 time Respondent is included on the Courtesy Contractor List.

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 RFQ or proposal from the time the RFQ has been released until the Courtesy Contractor List is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFQ has been released until the Courtesy Contractor List 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 RFQ 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 RFQ at the Pre-Submittal Conferences.

Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 4:00 p.m., Central Time, on February 10, 2026. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Ezechukwu Anyanwu
City of San Antonio, Finance Department – Purchasing Division Ezechukwu.Anyanwu@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 for assistance with vendor registration.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm(s) and a review of the solicitation process.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of the Courtesy Contractor List. 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. Experience, Background, Qualifications (60 points)

B. Proposed Plan (35 points)

C. Veteran Preference (5 points)

013 - RESERVATION OF RIGHTS

City reserves the right to select one, more than one or no contractor(s) for the Courtesy Contractor List in response to this RFQ.

City may accept any Proposal in whole or in part.

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

This RFQ does not commit City to finalize a Courtesy Contractor List, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of placement on the Courtesy Contractor List.

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

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with the Courtesy Contractor List, are and shall be deemed to be 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.

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. Although no contract will be awarded as a result of this RFQ, the City will apply these Conflict-of-Interest requirements to this RFQ and throughout the period a selected contractor is on the Courtesy Contractor List.

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. (Respondent Disclosure – Form is attached and posted as a separate document).

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/filinginfo/conflict_forms.htm

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/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, by mail, to the Office of the City Clerk. Mail to:

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

Do not include these forms with your proposal. The Procurement Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFQ Release Date	Wednesday January 21, 2026
Pre-Submittal Conference	Monday February 2, 2026
Final Questions Accepted	Tuesday February 10, 2026, 4:00 pm CT
Proposal Due	Tuesday March 10, 2026, 11:00 am CT

015 - RFQ EXHIBITS

RFQ EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to be placed on the Courtesy Contractor List and be reimbursed for costs associated with completing Projects, Respondent shall be required to comply with the insurance requirements set forth below:

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

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); 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 Program until such certificate and endorsements have been received and approved by CITY'S Neighborhood and Housing Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing an agreement with a homeowner under this Program, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for worked completed under this Program.

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 Program 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 Program / its placement on the Courtesy Contractor List, 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:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$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 f) Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
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.
6. Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
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.
8. Explosion, Collapse, Underground Property Hazard Liability	\$2,000,000 per claim
*If Applicable	

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

If a loss results in litigation from work completed under this Program, 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
Attn: **Neighborhood and Housing Services Department**
P.O. Box 839966
San Antonio, Texas 78283-3966

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 under this Program should there be a lapse in coverage at any time. Failure to provide and to maintain the required insurance shall constitute a material breach of the requirements of the Program / placement on the Courtesy Contractor List.

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 under the Program and/or withhold any payment(s), on behalf of the homeowner, which become due to CONTRACTOR under this Program / placement on the Courtesy Contractor List until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this RFQ, the Program, or contract with homeowner(s) 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 Program.

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 Program.

The insurance required is in addition to and separate from any other obligation contained in this RFQ, the Program, or contract with homeowner(s), and no claim or action by or on behalf of City or homeowner(s) 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.

RFQ EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFQ, 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 in connection with the Home Rehab Program and under the Contractor's contract with the homeowner, 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 the Home Rehab program or Respondent's contract with the homeowner. 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 the Program or Respondent's contract with the homeowner 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 RFQ. 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 council 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.

RFQ EXHIBIT 3

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Tracking Form.

**016 - RFQ ATTACHMENTS RFQ 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 seeking placement on the Courtesy Contractor List. 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(s) with homeowner(s), placed on the Courtesy Contractor List.)

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 _____

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 Authorized Signatory: _____

Job Title: _____

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 and/or licensed to do business in Texas?

Yes__ No__ If "Yes", list authorizations/licenses.

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___ No___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? 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 should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

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: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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. **Respondent shall limit information regarding the Veteran-Owned Small Business Preference Program.**

Experience

These items include proven track record with similar projects and public sector clients.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFQ. *(Includes 5 relevant projects with photos and budgets)*
2. Describe Respondent's ability to complete projects on-time and on-budget.
3. Describe Respondent's ability to complete projects with no or limited change orders.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List any contracts terminated prior to completion and the reason for termination.
6. Additional Information. *(If it includes past performance or project examples, it supports experience.)*

Background

These items describe the company's structure, history, and operational context.

1. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
2. List trades for which the respondent commonly subcontracts.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
4. Describe your company's organization structure, including any limited partnerships and how they apply to this proposed project.
5. Indicate all names by which your company has been known and length of time by each name.
6. Include copies of your SECTION 3 CERTIFICATION, if applicable.

Qualifications

These items focus on the skills, credentials, and licenses of the team and company.

1. Identify the number and professional qualifications of staff to be assigned to the project. Include licenses, certifications, associations, and proof of business/trade licenses. (e.g., general contractor, electrical, plumbing, HVAC). Include license numbers, issuing authority, expiration dates, and attach copies of each license as proof of validity.
2. Additional Information. *(If it includes certifications, licenses, or staff credentials, it supports qualifications.)*

RFQ ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

- 1.1. How many projects, by type and interest, you can complete in a 12-month period? The Respondent is not required to undertake every type of rehabilitation.

Type of Rehab	Respondent's Estimated # of Projects Annually
Roof replacement for single-family homes	
Major Rehab/Reconstruction	
Minor Repair	
Total:	

- 1.2. Explain your strategy for scaling up during peak volume months (summer) and maintaining production during slower months (winter months) or shall include their average weekly/monthly production capacity and their process for adjusting staffing or subcontractor resources to meet program timelines.

2. Warranty and Dispute Resolution Plan

- 2.1. Does your company provide warranty services? If so, please describe. (Minimum 1 year required; multi-year warranties are strongly encouraged)
- 2.2. Provide the homeowner process for warranty claims and turnaround times for processing and completing the warranty claims.
- 2.3. Describe your process for resolving disputes with homeowners or subcontractors, including escalation procedures.
- 2.4. Describe how disputes will be communicated to the City and at what stage escalation occurs.

3. Jobsite Management Plan

- 3.1. Describe your company's plan for providing on-site sanitation facilities, such as portable restrooms, to ensure compliance with health and safety standards during construction.
- 3.2. Outline your company's plan for maintaining a clean and safe jobsite throughout the duration of the project, including final clean-up procedures prior to inspection and turnover.
- 3.3. Describe your company's plan for preventing access to areas of the jobsite that may pose a safety risk to the homeowner. Include procedures for ensuring that the jobsite is safe from theft and procedures that prevents damage to the property that is outside the project scope.
- 3.4. Describe your company's plan to ensure that accidental damages to personal property are rectified. Include protocols and procedures as to the timeliness of the correction as well as procedures for maintaining communication with the homeowner and city personnel.
- 3.5. Describe your company's emergency plan to include procedures and protocols for first-aid response, contacting emergency responders, maintaining clear communication with the homeowner, and providing safety training to construction staff.

4. Subcontractor and Workforce Management Plan

- 4.1. If applicable, describe plan to manage subcontractors for timely completion of the project.
- 4.2. Include a description of the quality assurance process for subcontractors, including any internal rating or evaluation system used to assess subcontractor performance.
- 4.3. Provide information on whether employees and subcontracted labor are paid a living wage, and how wage compliance is monitored in accordance with City labor standards.
- 4.4. Ready to Work Integration – Describe interest in Ready to Work initiative.

5. Cost and Financing Plan

- 5.1. Describe how Respondent develops cost estimates/scope of work to list line-item project costs.
- 5.2. Include a description of any cost-estimating software used and describe how overhead and profit are determined.
- 5.3. Describe your company's process for ensuring that change orders are limited.
- 5.4. Describe Respondent's capacity to finance construction in progress.
- 5.5. Describe the contractor's cash flow management strategy, including how the firm ensures sufficient liquidity to cover project expenses prior to reimbursement.

6. Project Execution and Communication Plan

- 6.1. Describe your approach to project scheduling and timeline management, including how you ensure timely completion and handle delays.
- 6.2. Provide your communication plan for keeping homeowners informed throughout the project lifecycle, including points of contact and frequency of updates.
- 6.3. Include expected response times for homeowner inquiries.

7. Additional Information

- 7.1. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFQ ATTACHMENT B
RESPONDENT DISCLOSURE
FORM

Complete and submit a Respondent Disclosure Form with the proposal as Attachment B. The Respondent Disclosure Form is posted as a separate document.

Please provide the requested information for individual(s) or entity(ies) submitting a proposal for placement on the Courtesy Contractor List. References to this "Contract" or the "Contract" on the Form, shall mean "placement on the Courtesy Contractor List" for purposes of this RFQ.

1. Use Respondent Disclosure Form, Attachment B 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 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.
 - c. names and titles of officers of the organization.
3. Place the copy in your proposal response as indicated in the Proposal Checklist.

RFQ 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 from the Program / removal from the Courtesy Contractor List, if selected.

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.

RFQ ATTACHMENT D

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORMS

Posted as a separate document.

RFQ ATTACHMENT F - SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City’s Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to respond to this RFQ and perform the services to homeowners under the Home Rehab program, if other than an officer will be signing this Signature Page.

If placed on the Courtesy Contractor List in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 1 & 2 and

will be able and willing to comply with all representations made by Respondent in Respondent’s proposal.

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 or removal from the Courtesy Contractor List and Program.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or removal from the Courtesy Contractor List, once selected.

To comply with the City’s Ethics Code, particularly Section 2-61 that prohibits a person or entity doing business with the City

- or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time the Courtesy Contractor List 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 this RFQ has been designated a “high-profile” solicitation. I have read and understand the provisions regarding high profile solicitations that appear on the cover page of this RFQ.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature _____

Printed Name: _____

Title: _____

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

If 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.

RFQ 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
Table of Contents	
Executive Summary	
General Information and References RFQ Attachment A, Part One	
Experience, Background & Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
Contract Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
*Veteran-Owned Small Business Preference Program Form RFQ Attachment D	
*Certificate of Interested Parties (Form 1295) RFQ Attachment E	
Section 3 Utilization Plan RFQ Attachment F	
Proof of Insurability (See RFQ Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFQ Attachment G	
Proposal Checklist RFQ Attachment H	
*Signed Addendum(s), if applicable	
<u>One (1) COMPLETE ORIGINAL</u> ELECTRONIC COPY	

*Documents marked with an asterisk on this checklist require a signature.
Be sure all forms that require a signature are signed prior to submittal of the proposal.