



210.421.1111
P. O. Box 691881, San Antonio, TX 78269

REQUEST FOR PROPOSALS

RFP NUMBER & TITLE: Older Adult Home Modification Program

DUE DATE & TIME: September 27, 2022, 1:00 PM CST Received via mail only: RTSA – OAHMP
P.O. Box 691881
San Antonio TX 78269

PROCUREMENT AGENT: Kent Gerstner rebuildingtogethersa@yahoo.com

QUESTIONS DUE DATE AND TIME: September 23, 4:00 PM CST All questions to be emailed to Procurement Agent.

BID DEPOSIT/ BONDING REQUIRED: No Bid Deposit or Bonds are required on this solicitation.
Proposals must be received prior to the due date and time.

PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL BE REJECTED AND RETURNED UNOPENED

Minority, Disadvantaged, Women, Small and Veteran Owned Business Enterprises are encouraged to respond to solicitations. The Rebuilding Together San Antonio website provides important information including certification, workshops, and other valuable resources to suppliers.

REQUEST FOR PROPOSAL

Older Adult Home Modification Program

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REQUEST FOR PROPOSALS

Older Adult Home Modification Program

1. INTRODUCTION:

1.1 Request for Proposal Objective

Rebuilding Together San Antonio is seeking a well-qualified, experienced firm to assist Rebuilding Together San Antonio in developing and administering Rebuilding Together San Antonio's **Older Adult Home Modification Program for the following roles:**

- **Program manager**
- **Occupational therapists**
- **Residential subcontractors**

1.2 Issuing Office

Rebuilding Together San Antonio
P.O. Box 691881
San Antonio, TX 78269
Attn: Kent Gerstner, Procurement Agent
Email: rebuildingtogethersa@yahoo.com

1.3 Request for Proposal Schedule

Task	Tentative Date
Release of Request for Proposal	09/13/2022
Deadline for inquiries and comments	09/23/2022
Proposals due	09/27/2022
Interviews, if needed	09/28/2022
Final scoring and rankings completed	1/15/2022

1.3.1 Proposals submitted in response to this RFP are irrevocable for one hundred and twenty (120) calendar days after the proposal due date.

1.3.2 Award of the contract is anticipated in October 2022

2. GENERAL INFORMATION FOR PROPOSERS

2.1 Review for Responsiveness and Responsibility

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP and if the Contractor is responsible. A responsive proposal is one that follows the requirements of this RFP, includes all documentation, is submitted in the format outlined in this RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed nonresponsive.

A responsible Contractor is one that demonstrates the capability to satisfy the qualifications and technical requirements set forth in the Solicitation. A Contractor's failure to demonstrate that it is responsible may result in the proposal being rejected.

Rebuilding Together San Antonio may require proposers to submit additional information regarding financial responsibility, technical expertise, and other qualifications, and may consider any information otherwise available concerning those qualifications. Rebuilding Together San Antonio may make such investigation as it deems necessary to determine proposer responsibility.

Any proposal found to be non-responsive, or Contractor found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. Rebuilding Together San Antonio reserves the right to request a Contractor to provide additional information and/or to clarify information. Rebuilding Together San Antonio's determination regarding the responsiveness of a proposal and the responsibility of a Contractor shall be final.

2.2 Rebuilding Together San Antonio Rights

In its sole discretion, Rebuilding Together San Antonio reserves the right to:

2.3.1 Reject any and/or all proposals for no reason or any reason including but not limited to the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
- b. The Contractor, in the sole judgment of Rebuilding Together San Antonio, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
- c. The Contractor failed or neglected to complete and submit any information within the time specified by Rebuilding Together San Antonio and as may be otherwise required herein.

2.3.2 Accept all or any part of a proposal.

2.3.3 Cancel the entire RFP.

2.3.4 Issue subsequent RFPs.

2.3.5 Waive any minor irregularities, informalities, or oversights. The term “minor” as used herein means any Contractor or County irregularities or oversight that do not materially affect or alter the intent and purpose of this RFP and are not in violation of the State of Texas or Federal Government rules, laws and regulations that may apply to this procurement.

2.3. Addenda

Any necessary additions or corrections to this RFP will be made by addenda and posted online for Proposers to access. Addenda become part of the RFP and must be acknowledged by each proposer; failure to acknowledge any addenda shall not relieve proposers of compliance with the terms thereof. Rebuilding Together San Antonio assumes no responsibility for oral instructions.

2.4. Oral Presentations

Rebuilding Together San Antonio may require proposers to make oral presentations of their qualifications and to substantiate any portions of proposals submitted. If required, the Issuing Office will schedule such presentations.

2.5. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer ability to satisfy the requirements of this RFP.

2.6. Incurred Expenses

Proposers are responsible for proposal preparation and submission costs, as well as travel costs incurred in connection with oral presentations or other pre-award discussions or activity.

2.7. Acceptance of Terms and Conditions

By submitting a proposal in response to this RFP, the proposer accepts the terms and conditions set forth herein.

2.8. Public Information Act Notice

Proposers shall identify any portions of their proposals deemed to contain confidential or proprietary information or trade secrets, and provide justification why such material, upon request, should not be disclosed.

2.9. Award without Discussions

Rebuilding Together San Antonio reserves the right to accept the best written proposal without further discussions. Proposer should ensure that the initial proposal is both complete and competitively priced.

2.10. Contractor Responsibilities; Subcontractors

Rebuilding Together San Antonio will enter into a contract with the selected proposer only, and that proposer shall be responsible for all products and services required by the RFP. Subcontractors, if any, must be identified in the proposal, with a complete description of their role relative to the proposer.

2.11. Conflicts of Interest

The proposer shall identify any actual or potential conflicts of interest that exist, or which may arise if the proposer is recommended for award and propose how such conflicts might be resolved.

2.12. Compliance with Laws

By submitting a response to this solicitation, proposer represents that it is not in arrears in the payment of any obligation due and owing Rebuilding Together San Antonio, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of any contract arising from award of this RFP.

2.13. Governing Law

The laws of Bexar County, the State of Texas and, where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

2.14. Piggyback Procurement

Bexar County reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Texas as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Proposer(s), and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate “directly” to the ordering jurisdiction for each unit purchased.

Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Proposer. Rebuilding Together San Antonio does not assume any responsibility other than to obtain pricing for the specifications provided.

2.15. Acceptance Time

By submitting a proposal under this solicitation, the proposer agrees that Rebuilding Together San Antonio has within one hundred and twenty (120) calendar days after the due date in order to accept the proposal. Rebuilding Together San Antonio reserves the right to reject, as unacceptable, any proposal that specifies less than one hundred and twenty (120) calendar days of acceptance time. Upon mutual agreement between Rebuilding Together San Antonio and the proposer, the acceptance time for the proposal may be extended.

2.16. Billing and Payment

The successful proposer shall keep accurate, document records of time, material and transportation applicable to this contract. Unless otherwise agreed, payment will be made on a monthly basis, and related records will be available for audit purposes during normal business hours, as often as deemed necessary. Payment will only be made for work that has first been previously authorized with Rebuilding Together San Antonio approval.

2.19. Drug Free Workplace

Contractor warrants that Contractor is knowledgeable of Government Code, Section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements. Additionally, all buildings, property, and vehicles which are owned or leased or used by Rebuilding Together San Antonio are smoke-free

2.20. Insurance Requirements (Services, no pollution coverage)

A. During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to Rebuilding Together San Antonio in the event of material change or cancellation.

Type of Coverage Limits

General Liability (including \$1,000,000 each occurrence, bodily injury, property damage, \$1,000,000 personal & advertising personal and advertising injury
injury, contractual, premises, \$2,000,000 general aggregate ongoing operations, products per project
and completed operations \$2,000,000 products & completed liability operations aggregate.

Rebuilding Together San Antonio and its elected or appointed officials, related entities and employees are to be additional insured in the Contractor's Commercial General Liability and Business Automobile Liability.

Rebuilding Together San Antonio, P.O. Box 691881, San Antonio, TX 78269 must be listed as the Certificate Holder.

Insurance coverage will be evidenced by Certificate of Insurance and

endorsements issued directly to the Rebuilding Together San Antonio and provide thirty (30) days written notice of cancellation or material change in coverage.

It shall be permissible for required liability limits to be met by combination of one or more policies.

A. The Contractor shall save Rebuilding Together San Antonio harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.

B. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors.

C. In all cases, Certificates of Insurance shall be forwarded to the Rebuilding Together San Antonio. Rebuilding Together San Antonio shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.

D. Contractors or Subcontractors may at their own cost and expense obtain insurance additional to that required by the Rebuilding Together San Antonio under this Contract.

E. The Contractor agrees to indemnify and save harmless Rebuilding Together San Antonio from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the Rebuilding Together San Antonio may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.

3. SCOPE OF SERVICES

3.1 Scope of Work

Under minimal supervision, the consultant will lead in the development and pursuit of a thorough community engagement process that fosters the meaningful creation of an allocation plan that will serve one or more of HUD's specified qualifying population(s) and activities identified in the Older Adult Home Modification Program plan program.

The consultant will be involved in, and responsible for, overseeing the development of the Older Adult Home Modification Program and for a variety of deliverables including, but not limited to:

Program manager:

- Consultation with required community partners,
- Public Participation,
- Manage program and occupational therapists

- A “Needs Assessment and Gap Analysis”,
- Identify eligible Older Adult Home Modification Program Activities,
- Older Adult Home Modification Program Production Goals,
- Deliverable: One (1) printed copy and one (1) electronic version (Word) of drafts and final Plan document.

Occupational therapist:

- Evaluation and development of scope of work based on functional needs.
- Fitting adaptive equipment and training recipients on proper use.
- Follow-up evaluation including training of recipients on proper use.

Subcontractor:

- Construction based on provided scope of work.
- Completion of punch-list if needed after work has been completed.

The consultant will work with the Rebuilding Together San Antonio to develop and deploy citizen participation and stakeholder involvement with an aggressive outreach, media and community engagement strategy that seeks to involve as broad a spectrum of the public participation as possible.

The consultant will conduct a needs assessment and gap analysis as mandated by HUD and identify eligible Older Adult Home Modification Program activities.

The consultant will develop and write the Older Adult Home Modification Program Allocation plan and should have a thorough understanding of federal Older Adult Home Modification Program guidelines and related regulations.

4. EVALUATION AND SELECTION CRITERIA:

4.1. Evaluation

Rebuilding Together San Antonio has established an evaluation team to review all technical responses for compliance with the requirements of this procurement. They will select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. These technical proposals will then be scored in accordance with the criteria that follows:

Furthermore, as a result of RFP addendums/changes and/or necessary proposal clarifications, a Best and Final Offer Request may be issued after the proposals are submitted but before contract award. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.

4.1. Evaluation Criteria

- 4.1.1 Technical Criteria 80 points
 - Prior experience with HUD Plans 25 points
 - Staff Resumes, funding timeline adherence 25 points
 - Relevance/Completeness of example plan 30 points

- 4.1.2 Price 20 points

4.2 Technical Criteria: 80 Points

4.2.1 Qualifications, Related Experience, and References 25 points Technical experience in performing work of a closely similar nature; experience working with public agencies; references with demonstrated success in providing similar services. A brief history of the proposing entity, including general background, knowledge and experience working with HUD's community development programs.

4.2.2. Staffing 25 points Qualifications of project staff, particularly key personnel; key personnel's level of involvement in performing related work; adequacy of labor commitment; resumes of all employees who will or may be assigned if your firm is awarded the contract. The ability to meet the funding source required timeline.

4.2.3. Example Plan 30 points Please provide a copy of at least one (1) HUD approved. Consolidated or Annual Plan written by your firm within the past twenty-four (24) months to be evaluated on completeness and relevance to Rebuilding Together San Antonio's requirements

4.3 Price: 20 points

Please provide your cost proposal to accomplish the scope of work including hourly rates and project number of work hours for each job classification required to perform the scope of work.

4.4 Evaluation Process:

Technical Proposals will be opened and evaluated. Technical proposals will be scored by the evaluation committee based on the Technical Criteria in Section 4.3. Proposals whose scores are in the competitive range, in the opinion of the Evaluation Committee, will have their Price Proposals opened and scored. The lowest Price Proposal will receive all twenty (20) points. Higher priced proposals will receive points prorated from the lowest score's twenty (20) point basis.

The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest price Offeror being selected. Value added benefits that may be evaluated include, but are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations. The emphasis is value over price.

4.5 Oral Interviews

During the evaluation period, the Owner reserves the right to interview some or all the proposing firms.

4.6 Proposal Rejection

The Owner reserves the right to reject any and all proposals or any and all portions of proposals

5. REQUIRED IN PROPOSAL SUBMISSION:

5.1. Two-Volume Submittal

5.1.1. Technical: Each proposer must submit one (1) original, three (3) copies and one (1) electronic PDF copy on flash drive of its technical proposal, with the original clearly marked. Technical proposals shall be tabbed in the following order:

- A Brief transmittal letter, with relevant contact information signed by a person authorized to bind the firm
- Proposal Affidavits
- References
- Firm's qualifications
- Resumes of key staff, funding timeline adherence
- Sample HUD approved Consolidated or Annual Plan

5.1.2. Price: The selection procedure for this RFP requires that technical evaluations be completed before price proposals are opened and submitted to the Evaluation Committee. Each proposer must submit one (1) original and one (1) PDF electronic copy on flash drive of the price proposal, using the form provided herein, separately sealed in an envelope clearly marked with the words "Price Proposal," and the RFP number/title.

5.1.3. The Proposer shall submit proposal package by 1:00 PM on September 27, 2022 to:

Rebuilding Together San Antonio
Attn: OAHMP
P.O. Box 691881
San Antonio, TX 78269

6. BASIS OF AWARD

Award(s) will be made to responsible proposer whose proposal is determined to be most advantageous to Rebuilding Together San Antonio, the grant and clients.

REQUEST FOR PROPOSAL

Older Adult Home Modification Program

Price Proposal

TO: Rebuilding Together San Antonio
Attn: OAHMP
P.O. Box 691881
San Antonio, TX 78269

RESPONSIVE.

Addendum No.	Date of Addendum	Acknowledgement/Initials

_____ Check here if there are no Addenda.

**I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

Acknowledgement/Initials _____

PROPOSAL SUBMITTED BY:

_____ ENTITY
NAME Authorized Representative/Title (Signature)

_____ Address
Authorized Representative/Title (Print/Type)

_____ City, State, Zip

_____ Telephone
Number E-mail Address

_____ Fax Number
Date

All proposers must be registered to do business and "In Good Standing" in the State of Texas in accordance with the Annotated Code of Texas Corporations and Associations.

All proposers must be in good standing with Rebuilding Together San Antonio, Texas.

Attachment PP - 2
ATTACHMENT A

RFP No. TXLHM0004-21

PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) and the duly authorized representative of (name of business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned proposer hereby certifies and agrees that the following information is correct:

In preparing its proposal on this project, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination by definition. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the proposal submitted by the proposer on this project, and terminate any contract awarded based on the proposal. As part of its proposal, the proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Texas that the proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy.

.Attachment A - 1

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State of Texas, which requires that every business that enters into contracts, leases, or other agreements with the State of Texas or its agencies during a calendar and/or fiscal year under which the business is to receive in the aggregate of \$100,000 or more shall, within 30 days or an appropriate time there within, of the time when the aggregate value of the contracts, leases, or other agreements there lies within reaches \$100,000 with the Secretary of State of Texas certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of and acknowledge the above business(es) will comply with the provisions by law which requires that who enters into a single contract be it with or without the State of Texas, including its agencies or a political subdivision of the State, under which the person/entity complies with the requested code by the State of Texas only if required by the State.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one) _____ Texas (domestic) corporation _____ foreign (non-Texas) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Texas, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Texas State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name:
Address:

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Texas and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Texas prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona-fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona-fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Procurement Agent and that nothing in this Affidavit or in any contract arising from this proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: By _____ (Authorized Representative and Affiant)

Federal Employer Identification Number (FEIN):

Firm Name _____

Attachment B

Company Name:	
Street Address:	
City, State, ZIP:	
Contact Name:	
Contact Email:	
Contact Phone:	

Company Name:	
Street Address:	
City, State, ZIP:	
Contact Name:	
Contact Email:	
Contact Phone:	

Company Name:	
Street Address:	
City, State, ZIP:	

Contact Name:	
Contact Email:	
Contact Phone:	

Attachment B-1
ATTACHMENT C

Rebuilding Together San Antonio

CONSULTANT CONTRACT INSERT TITLE CONTRACT NO. INSERT NUMBER

THIS CONTRACT made this day of, _____, by and between **INSERT VENDOR AND ADDRESS**, sometimes hereinafter referred to as "Consultant," and Rebuilding Together San Antonio (RTSA), Texas, a body corporate and politic of the State of Texas, sometimes hereinafter referred to as "County."

WHEREAS, RTSA has a requirement for subrecipient(s); and

WHEREAS, RTSA issued a Request for Proposal(RFP) to obtain the required consulting services; and

WHEREAS, the Consultant submitted a proposal to provide the required consulting services; and

WHEREAS, RTSA and the Consultant desire to enter into a contract.

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, the Consultant, for the consideration hereinafter named, intending to be legally bound, promises and agrees to perform the following:

SECTION I TERM

The term of this Agreement ("Term") shall be for INSERT from date of execution of this Agreement.

SECTION II: SUSPENSION OF SERVICES

The Director of Procurement may order the Consultant in writing to suspend, delay or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of Rebuilding Together San Antonio.

SECTION III: PERSONNEL

The Consultant shall provide to Rebuilding Together San Antonio a list of the proposed key personnel of the Consultant and its subconsultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by Rebuilding Together San Antonio. Such key personnel and consultants must be satisfactory to Rebuilding Together San Antonio and shall not be changed except with the consent of Rebuilding Together San Antonio unless said personnel cease to be in the Consultant's employ/contract.

SECTION IV: PROGRESS REPORT

The Consultant will be required to submit monthly progress reports covering the work accomplished on this project.

SECTION V: CONTRACT SUM

The total contract sum for the performance of "The Grant" is One Million(USD) in total.

A. A meritorious claim against the Consultant, by Rebuilding Together San Antonio (RTSA), arising out of the negligence of the Consultant or the Consultant's breach of any provision of this Contract exists or will/may exist, in which case RTSA may withhold payment of any amount otherwise due and payable to the Consultant hereunder. Any amount so withheld may be retained by RTSA for such period as it may deem advisable to protect RTSA against any loss per the The Grant, and may, after written notice to the Consultant, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of, and no person shall have any right against RTSA or claim against RTSA by reason of RTSA and/or its failure or refusal to withhold monies. No interest shall be payable by RTSA on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other rights of RTSA; or

B. The Consultant is thirty (30) consecutive calendar days behind schedule and no extensions have been granted by RTSA.

SECTION VI: CONTINGENCY APPROPRIATION

If Rebuilding Together San Antonio Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period succeeding the first fiscal period of this Contract, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Rebuilding Together San Antonio's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and Rebuilding Together San Antonio from future performance of the Consultant, but not from its rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. Rebuilding Together San Antonio shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

SECTION VII: PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

A. The Consultant hereby represents and agrees that documents prepared by it pursuant to this Contract shall be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Consultant.

B. The Consultant shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of a similar size and complexity, at the time the services are performed. The Consultant will correct, at no additional cost to Rebuilding Together San Antonio, any documents prepared by the Consultant. The Consultant further agrees, at no additional cost, to render assistance to Rebuilding Together San Antonio in resolving problems relating to the design or specified materials that are the result of negligent errors or negligent omission.

C. Consultant shall provide documents, as required by this Contract, which comply with all applicable laws, statutes, building codes and regulations, and shall obtain approvals required by federal, state and local governments, where applicable.

SECTION VIII: APPROVALS

Wherever the approval of the Director or any other agency or official of Rebuilding Together San Antonio is required, his/her signature shall be evidence of approval except for change in fees. Any change in the Consultant's fee or compensation shall only be approved by a purchase order issued by the Director of Procurement and approved by the Rebuilding Together San Antonio Board of Estimates, where appropriate.

SECTION IX: RIGHTS AND LIABILITIES

A. Limitations of Actions: No action shall be maintained by the Consultant, its successors or assigns, against Rebuilding Together San Antonio on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within six (6) months after the date of the filing of the voucher for final payment hereunder in Rebuilding Together San Antonio Treasurer's Office, or within six (6) months of the termination of this Contract.

B. Responsibility for Claims and Liabilities: Approval by Rebuilding Together San Antonio shall not constitute nor be deemed a release of responsibility and liability of the Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by Rebuilding Together San Antonio for any defect in the designs, working drawings and specifications or other documents prepared by the Consultant, its employees, subcontractors, agents and consultants.

C. Release:

1. Final Payment: The acceptance by the Consultant, its successors or assigns, of any payment made on the remaining lump sum amount under this Contract, shall constitute a full and complete release of Rebuilding Together San Antonio from any and all design claims, demands and causes of action whatsoever which the Consultant, its successors or assigns, have or may have against Rebuilding Together San Antonio under the provisions of this Contract.

2. Liabilities: The Consultant shall not assert any claim arising out of any act or omission by any officer, agent or employee of Rebuilding Together San Antonio in the execution or performance of this Contract against any such officer, agent or employee. Such claims may be made against Rebuilding Together San Antonio, a body corporate of the State of Texas.

3. The Consultant shall require each subcontract design professional or consultant to agree in its agreement not to make any claim against Rebuilding Together San Antonio, its officers, agents or employees, by reason of such contract, or any acts or omissions of the Consultant.

SECTION X: NO DAMAGES FOR DELAY

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress or any portion of the work specified in the Contract.

SECTION XI: EXCUSABLE DELAYS

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Consultant in the performance of a Contract of the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays of the subcontractor or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the subcontractor or suppliers.

SECTION XII: RIGHTS AND REMEDIES

The rights and remedies of Rebuilding Together San Antonio provided under this Contract are in addition to any other rights and remedies provided by law.

No action or failure to act by Rebuilding Together San Antonio shall constitute a waiver of any right or duty afforded to it under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

SECTION XIII: DISPUTES

The parties agree to use their best efforts, in good faith, to resolve between themselves any claim, dispute or controversy pertaining to or arising from the interpretation, application or enforcement of this Contract. All questions involving legal interpretation of the Contract which cannot be settled by agreement between the Consultant and Rebuilding Together San Antonio shall be referred to Rebuilding Together San Antonio Attorney for a final decision. In the absence of a successful resolution by the parties, claims, disputes and controversies involving the application of a rule, regulation or law shall be referred to the Director of Administration of Rebuilding Together San Antonio whose decision in the matter shall be final. Such appeals shall be requested in accordance with Rebuilding Together San Antonio Administrative Procedure 02-10-08. Unresolved disputes involving the enforcement of contract terms (i.e., claims for payment,

equitable adjustments, etc.) shall be reviewed by the Director of Procurement. The parties hereby expressly agree that the courts of Texas shall have exclusive jurisdiction to decide any question or dispute arising pursuant to this Contract.

SECTION XIV: INDEMNIFICATION

The Consultant shall indemnify and save harmless Rebuilding Together San Antonio, its representatives, employees, agents or officials from all suits, actions, damages or costs, of every nature and description, including attorney's fees and court costs, to which Rebuilding Together San Antonio may be subject or put, by reason of injury to persons or property caused by or arising out of any wrongful or negligent act, error or omission of the Consultant or the Consultant's subcontractors.

The Consultant shall be responsible for all damages to life and property due to its activities or those of its agents or employees in connection with the above services, and it is expressly understood that the Consultant shall indemnify and hold Rebuilding Together San Antonio harmless from any claims, suits, action, damages and costs, including reasonable attorney's fees, of every name and description arising out of or resulting from the error, omission, negligent act or untimely performance of the services to be rendered by the Consultant under this Contract. The Consultant shall furnish Rebuilding Together San Antonio an endorsement of a policy of insurance or insurance certificate which will inure to the benefit of Rebuilding Together San Antonio and protect it by indemnification in the event that there is a liability for personal damage, property damage or workmen's compensation claims, or any other claims of damage. The contract to indemnify Rebuilding Together San Antonio shall continue in full force and effect until the expiration of one (1) year after final payment to the Consultant. The Consultant shall be liable to and hereby agrees to defend, indemnify and hold harmless Rebuilding Together San Antonio, each officer, agent and employee of Rebuilding Together San Antonio, against all claims, suits, actions, damages and costs, including reasonable attorney's fees, against any of them for infringement of any copyright or patent arising out of the use of any plans, designs, drawings or specifications furnished by or used by the Consultant in the performance of this Contract.

SECTION XV: NONDISCRIMINATION

The Consultant agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercially supplied or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION XVI: CONTINGENT FEE

The Consultant warrants that it has not employed or retained any person, partnership, corporation or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

SECTION XVII: MODIFICATION

Rebuilding Together San Antonio may, at any time, by written change order, make changes within the general scope of this Contract in the services or work to be performed. Any such modifications or changes shall be referred to as "change orders" for the purposes of this Contract. No change order shall be made without the express written authorization of the Director of the Department of Procurement and/or, where appropriate, the Board of Estimates. No change order shall be effective unless made in writing and signed by all parties to the Contract. If a change causes an increase in the Consultant's cost of performance of any services under this Contract, and the change is made pursuant to a written order, an equitable adjustment shall be made to fairly compensate the Consultant. If a change causes a decrease in the Consultant's cost of or time required for the performance of any services under this Contract, whether or not changed by written order, an equitable adjustment shall be made, and this Contract shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted in writing within thirty (30) consecutive calendar days from the date of receipt by the Consultant of notification of change, unless the Director of Procurement grants a further period of time before the date of final payment under this Contract for request of adjustment. No services for which additional compensation is charged by the Consultant shall be furnished without the written authorization of the Director of the Department of Procurement and, where appropriate, the Board of Estimates.

SECTION XVIII: TERMINATION

A. If the Consultant unreasonably and without cause fails to commence work in accordance with the provisions of this Contract or unreasonably and without cause fails to continuously and diligently prosecute the work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in strict accordance with the provisions of the design documents; fails to use an adequate amount of personnel and equipment to complete the work without undue delay; fails to perform any of its obligations; or if the Consultant is adjudged bankrupt; makes a general assignment for the benefit of its creditors; permits a receiver to be appointed on account of its insolvency or becomes insolvent or otherwise fails to make payments to its subcontractors, Rebuilding Together San Antonio shall have the right, if the Consultant fails to initiate a cure of any default within seven (7) consecutive calendar days after written notice thereof and follow through in a reasonably expeditious manner to complete the cure; (1) to terminate this Contract, or (2) to complete the work in any manner it deems desirable, including engaging the services of other parties therefore. If termination arises from undue or unreasonable delay caused solely by the Consultant and if the cost to Rebuilding Together San Antonio of the performance of the balance of the work is in excess of the Contract price, the Consultant shall be liable for and shall reimburse Rebuilding Together San Antonio for such excess.

B. This Contract may be terminated by Rebuilding Together San Antonio upon written notice to the Consultant in the event that the project is permanently abandoned.

C. The rights and remedies of the Consultant and Rebuilding Together San Antonio under this Termination section shall be nonexclusive and shall be in addition to all of the remedies available to the parties in law or in equity.

SECTION XIX: TERMINATION FOR CONVENIENCE

Rebuilding Together San Antonio may, at any time and for any reason, terminate this Contract by written notice to the Consultant specifying the termination date, which may be immediate. In the event of such termination, the Consultant shall be paid such amount as compensation for the portion of the actual cost of work satisfactorily performed prior to the termination date. Such amount shall be fixed by Rebuilding Together San Antonio after consultation with the Consultant and shall be subject to audit. Termination under this section shall not give rise to any claim against Rebuilding Together San Antonio

for damages or for compensation in addition to that provided hereunder.

SECTION XX: INSURANCE⁷

The Consultant shall secure and maintain professional liability insurance and such other insurance as will protect the Consultant from claims for bodily injury, death or property damage which may arise from the performance of services under this Contract to the extent such insurance is reasonably available. The Consultant further agrees to obtain and provide that Rebuilding Together San Antonio has been designated as certificate holder on the Consultant's comprehensive general liability policy. The Consultant will insure and will require each subcontract design professional to insure, as indicated, against the following risks to the extent stated:

A. During the progress of the work, the Consultant shall provide and maintain the insurance set forth below. The Consultant will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide ten (10) days prior notice be given to Rebuilding Together San Antonio in the event of material change or cancellation.

Type of Coverage Limits

General Liability (including \$1,000,000 each occurrence
bodily injury, property damage, \$1,000,000 personal & advertising injury
personal and advertising
injury, contractual, premises, \$2,000,000 general aggregate per project ongoing
operations, products \$2,000,000 products & completed operations aggregate and
completed operations
liability

Rebuilding Together San Antonio, P.O. Box 691881, San Antonio, TX 78269 must be listed as the Certificate Holder.

Insurance coverage will be evidenced by Certificate of Insurance and endorsements issued directly to Rebuilding Together San Antonio and provide thirty (30) days written notice of cancellation or material change in coverage.

The Contract number shall be referenced in the Description of Operations.

All required insurance shall be primary and non-contributory to any coverage or self insurance program available to Rebuilding Together San Antonio and shall include waiver of each insurer's rights of subrogation in favor of Rebuilding Together San Antonio.

F. Policies for Commercial General Liability insurance must be written to protect the Consultant against claims arising from operations of Subcontractors.

G. In all cases, Certificates of Insurance shall be forwarded to Rebuilding Together San Antonio. The County shall be listed for notification in event of cancellation. Certificates must be submitted along with the signed Contract.

J. The Consultant agrees to indemnify and save harmless Rebuilding Together San Antonio, Texas, from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which Rebuilding Together San Antonio may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with providing goods or services) as a result of bodily injuries (including death) to any one person or damage (including loss of

use) to any property caused by the sole negligence or wrongful acts of the Consultant (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Consultant .

SECTION XXI: REPRESENTATIONS

Dependence has been by Rebuilding Together San Antonio upon representations made by Consultant in judging the Consultant's fitness to execute satisfactorily the work covered by this Contract, and any material misstatement therein bearing upon its ability shall render this Contract voidable at the option of Rebuilding Together San Antonio without Rebuilding Together San Antonio being liable for any part of the fee for any damage whatever to anyone in connection with the program and the Consultant agrees to save Rebuilding Together San Antonio harmless from any and all such damages arising from any such misstatement. By execution of this Contract, the Consultant represents that (a) it is an experienced consulting firm having the skill and professional ability necessary to perform all the services required of it under this Contract in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings prepared by the Consultant shall be prepared in accordance with and shall accurately reflect and incorporate all such laws, rules and regulations.

SECTION XXII: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions of this Contract, as amended and the design documents and any document referenced therein, or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency and that this Contract, the RFP and the design documents shall prevail in the event of a conflict with Consultant's technical proposal. However, the documents shall, to the greatest extent possible, be construed to be consistent.

SECTION XXIII: GENERAL PROVISIONS

A. Captions and Headnotes

The captions or headnotes on articles or sections of this Contract and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Contract nor in any way affect this Contract.

B. Records and Retention

The Consultant shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by Rebuilding Together San Antonio hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of Rebuilding Together San Antonio, including the procurement officer or designee, at all reasonable times. The Consultant shall keep and will cause each subcontract design professional and consultant engaged hereunder to keep accurate books of records and account in

accordance with sound accounting principles of all expenditures made and all costs, liabilities and obligations incurred under this Contract in relation to the engagement and payment of all subcontract design professionals and consultants, and in relation to any services performed for which additional compensation will be claimed. The aforementioned accounts shall be available, upon reasonable and authorized request, to Rebuilding Together San Antonio or its representatives for examination and audit.

C. Audits

Rebuilding Together San Antonio may audit, during business hours, all records and documents relative to services performed by the Consultant and its subcontractors pursuant to this Contract. Rebuilding Together San Antonio shall give reasonable notice of its intent to audit, and any audit shall be made so as to not unduly interfere with the normal business of the Consultant.

D. Governing Law

The Contract shall be governed by the laws of the State of Texas and Bexar County, Texas, and where applicable, any federal law or regulation.

The Consultant will observe and comply with all federal, state and local laws, ordinances and regulations, that affect, in conjunction with this Contract, the work to be performed, those employed or engaged in connection therewith, any material or equipment used or the conduct of the work itself and will procure and bear the expense of all necessary licenses, permits and insurance.

E. Severability

It is understood and agreed by the parties hereto that if any provision of this Contract shall contravene with or be invalid under the laws of Texas, such contravention or invalidity shall not invalidate the whole Contract, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid under the laws of Texas, and the rights and obligations of the parties shall be construed and enforced accordingly.

F. Integration Clause

This Contract represents the entire and integrated Contract between Rebuilding Together San Antonio and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Contract may be amended only by written instrument signed by both Rebuilding Together San Antonio and the Consultant. If this Contract contains any errors, inconsistencies, ambiguities or discrepancies, including typographical errors, the Consultant shall request a clarification of same by writing to Rebuilding Together San Antonio Attorney, whose decision shall be binding upon the parties.

G. Successors and Assigns

The Consultant and Rebuilding Together San Antonio each bind itself and its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all provisions of this Contract. Neither party to this Contract shall assign or sublet it as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due to it hereunder without the previous written consent of Rebuilding

Together San Antonio.

H. Written Notice

All notices and correspondence hereunder shall be in writing and shall be deemed to have been duly given if: (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or and shall be addressed as follows:

CONSULTANT: INSERT VENDOR NAME AND ADDRESS

ATTN:
EMAIL ADDRESS

OAHMP Grant Recipient: Rebuilding Together San Antonio

Attn: OAHMP
P.O. Box 691881
San Antonio, TX 78269
RebuildingTogetherSA@yahoo.com

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U. S. Mailbox in a postage-prepaid envelope addressed to the other party, or delivered via electronic email. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

I. Conflict of Interest

The Consultant covenants that neither it, nor any principal or partner of the firm has any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Consultant's services hereunder. It further covenants that, in the performance of this Contract, no person having such interest will be employed by it.

SECTION XXIV: EXECUTION IN COUNTERPARTS

This Contract may be executed in one or more counterparts and shall be deemed valid if delivered electronically (e.g., PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Contract and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XXV: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

WITNESS/ATTEST: INSERT VENDOR NAME

BY: _____

Signature _____

Print Name and Title

Rebuilding Together San Antonio

BY:

Kent Gerstner
Program Director