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.....
Procurement Department
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REQUEST FOR PROPOSALS

For

Retirement Plan Investment Advisory Services

For

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

RFP#: 1908-946-56-4931

Prepared by:

Department of Procurement & General Services
of
The San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO David Nisivoccia

Section A

Background Information and Evaluation

Background Information: The Housing Authority of the City of San Antonio, Texas d/b/a San Antonio Housing Authority (“SAHA”) is a public housing agency created by resolution of the City of San Antonio in 1938 pursuant to the Texas Housing Authorities Law (now Chapter 392 of the Texas Local Government Code) and federal law. SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and execute contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

Its primary activity is the ownership and management of over 6,000 public housing units. It also administers rental assistance for almost 14,000 privately owned rental units through the Section 8 program. SAHA also manages nearly 4,000 mixed income communities through it Beacon Communities portfolio. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by HUD.

SAHA has created a number of affiliated public facility corporations (“PFCs”) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA’s affiliated entities own and operate over 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (“Finance Corporation”), which is primarily a conduit issuer of bonds for Consultants of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used herein, “SAHA” shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to low income individuals in the communities we serve. All Consultants are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

SAHA is governed by a Board of Commissioners and managed on a day-to-day basis by its President and CEO. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

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

RETIREMENT PLAN INVESTMENT ADVISORY SERVICES

The Housing Authority of San Antonio, Texas (SAHA), on behalf of the SAHA Employees' Pension Plan Administrator and Advisory Committee, is requesting proposals from experienced firms (hereinafter referred to as "Respondent" or "Advisor") who possess qualifications and expertise in providing investment advisory services for the Housing Authority of the City of San Antonio, Texas Pension Plan (referred to as the "SAHA Pension Plan", "SAHA Employees Pension Plan" or "the Plan").

BACKGROUND

The current plan is a "Defined Contribution Plan" that's mission is to provide partial funding of the retirement benefits of SAHA employee participants. The plan was originally effective June 7, 1948 and was restated on January 1, 1998. The most recent Written Investment Policy, which reflects the investment policy, objectives and constraints of this "Money Purchase Pension Plan" was adopted in October 2007 and revised in February 2010.

The authority of the Plan includes the:

Administrator – a committee of three (3) persons (including the Chief Financial Officer, Chief Administrative Officer and the President and Chief Executive Officer) appointed by the SAHA Board of Commissioners and is responsible for the management and administration of the funds of the Plan and serves as the interpreter of the Plan document when questions or disputes arise.

Employee Pension Advisory Committee – created by the SAHA Board of Commissioners composed of SAHA employees that provide recommendations to the Administrator on issues of concern and of interest to Plan participants. Their involvement is only advisory in nature.

Outside Service Providers whereby the Administrator has delegated certain responsibilities, which include:

Trustee – the bank that will physically or electronically maintain possession of all security assets owned by the Plan, collect interest and dividend payments, redeem maturing securities and effect receipt and delivery following purchases and sales. In addition to other duties, the trustee bank also acts as the Plan participant record keeper and benefits paying agent.

Investment Managers – have discretion to purchase and sell securities that will be used to meet the Plan's investment goals and objectives. Managers are deemed to be fiduciaries and must acknowledge this in writing. Their fees must be competitive, customary and reasonable.

Investment Consultant – this position is to assist the Administrator to

1. Help establish investment policy objectives, goals and guidelines
2. Provide guidance on asset allocation
3. Screen and recommend the hiring and termination of investment managers
4. Review investment strategy and the contribution of each investment style and manager
5. Other Investment related tasks to include performance monitoring and reporting

Other Specialists - such as attorneys, auditors, actuaries, retirement plan consultants and others that are deemed to be needed to assist in meeting obligations and responsibilities of the Administrator.

I. Timeline:

DATE ISSUED	October 2, 2019
NON-MANDATORY PRE-SUBMITTAL MEETING	October 14, 2019 at 10:00 A.M. SAHA Central Office, 818 S. Flores, San Antonio, TX 78204
LAST DATE FOR QUESTIONS	October 23, 2019 at 2:00 P.M.
PROPOSAL DUE DATE	October 31, 2019 at 2:00 P.M. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204

SAHA reserves the right to modify this schedule at their discretion. Notification of changes in connection with this solicitation will be made available to all interested parties via an emailed Addendum and by posting on SAHA's website and other websites.

II. Objectives:

The Housing Authority of San Antonio, Texas (hereinafter called "SAHA" or the "Authority") is requesting responses to this Request for Proposal from highly qualified, experienced firms who provide a full range of advisory services that can be utilized by the SAHA Employees' Pension Plan Administrator and Advisory Committee ("the Committee") in making its decisions for the benefit of the employee pension plan it oversees. The Committee is seeking firms that can demonstrate that they possess the qualifications, expertise, financial resources and management capability to successfully perform the required services and will provide the best opportunity for the fund to maximize performance and benefit plan participants.

III. Desired Outcome:

To receive sound and complete Retirement Plan Investment Advisory services that will assist the Committee in making decisions intended to maximize the Plan's performance and benefit plan participants.

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

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

B. Evaluation-Responsibility: SAHA shall select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the Respondent's level of responsibility. SAHA will consider capabilities or advantages that are clearly described in the proposal that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by SAHA. All proposals would be evaluated as to their overall value to SAHA.

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

D. Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

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

In preparing the proposal to the Authority, it is important for Respondents to clearly demonstrate their expertise and qualifications in the evaluation areas described in this chart and as outlined in the solicitation

No	Points	Weight	CRITERION DESCRIPTION
1	0-5	35%	Experience and Capacity of Consultant: Experience serving as an investment advisor and consultant with preference to those that have experience with portfolios under \$100 million. Depth of experience and qualifications of proposed staff and project team members.
2	0-5	20%	Quality and Methodology and Selection of Investment Managers: Quality of relevant services in previous engagements and projects; comprehensiveness and completeness of Plan management and demonstrated competence in providing innovative approaches and alternatives to Plan participants as it relates to the Scope of Services. Description of managing overall fees charged to the plan and the process followed in selection of investment managers and the methods employed in evaluating their performance; hiring and termination practices of these managers.
3	0-5	15%	Disclosures/Financial Capability: Strong financial position supported by financial statements. No disclosures indicating disciplinary actions
4	0-5	30%	Fees/Cost: Proposed fees (i.e., percentage of investment value)
		100%	Total Points for Criteria

V. Competitive Range: At its discretion, the Evaluation Committee may establish a short list of qualified firms based on the rating of the proposals submitted. If there is a short list of Respondents

within the competitive range, SAHA reserves the right to require Respondents within the short list to make a presentation to the Evaluation Committee. Presentations, if requested, shall be a factor in the award recommendation. The Respondents in the short list may be asked to provide Best and Final Offers, at the discretion of SAHA.

VI. Scope of Services: Respondents are strongly encouraged to examine the proposed Scope of Services outlined herein and to respond in their Proposal with detailed information that demonstrates experience in responding to the market and the environment, and Respondent's ability to provide high quality investment advisory and consultant services and any other skills necessary for the successful provision of services to SAHA.

VII. Minimum Requirements: Experience providing pension advisory services to entities, similar to SAHA, within the last 5 years.

End Section A

Section B
Instructions to Respondents

- I. **Point of Contact:** The point of contact for purposes of obtaining the Request for Proposal and to submit responses is:

POINT OF CONTACT	Steven Morando, Director of Procurement and General Services San Antonio Housing Authority 818 S. Flores San Antonio, TX 78204 Phone: (210) 477-6171 E-mail: steven_morando@saha.org
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The Request for Proposal can be obtained by calling 210-477-6059 or can be found online:

www.saha.org

<http://nahro.economicengine.com>

<http://www.publicpurchase.com>

All Addenda will be posted on SAHA's website www.saha.org, <http://nahro.economicengine.co> and www.publicpurchase.com. Any changes that are issued before the proposal submission deadline shall be binding upon all prospective Respondents.

Respondents shall address all communication and correspondences pertaining to this RFP process to only the Contact person identified above. Respondents must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners, SAHA Employees' Pension Plan Administrator and Advisory Committee and SAHA staff/plan participants) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, SAHA will not conduct any ex parte conversations, which may give one prospective Respondent an advantage over other prospective Respondents.

- II. **Prohibitions:** Contact with members of the SAHA Board of Commissioners, SAHA officers, SAHA Employees' Pension Plan Administrator and Advisory Committee, and SAHA staff/plan participants other than the contact person listed herein, by any prospective Respondent, after publication of the RFP and prior to the execution of a contract with the successful Respondent(s) could result in disqualification of your proposal. In fairness to all prospective Respondent(s) during the RFP process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Respondent has a competitive advantage over another. This does not exclude meetings

required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

III. Non-Mandatory Pre-Proposal Conference: A pre-proposal conference will be held at SAHA Central Office, located at 818 South Flores, San Antonio, Texas 78204 as indicated herein. The purpose of this conference is to assist Respondents in understanding the RFP documents and required submittal documents. At this conference, SAHA will conduct an overview of the RFP documents, including attachments. Any questions must be submitted in writing (email is acceptable) to the contact person listed herein and will be answered in an addendum.

IV. SAHA'S Reservation of Rights:

SAHA reserves the right, without liability, to:

- reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SAHA to be in its best interests.
- award a contract pursuant to this RFP
- terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Respondent.
- determine the days, hours and locations in which the services are performed in this RFP.
- retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from SAHA.
- negotiate the fees proposed by all Respondents. If such negotiations are not, in the opinion of SAHA successfully concluded within a reasonable timeframe as determined by SAHA, SAHA shall retain the right to end such negotiations.
- reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to rejection of incomplete proposals and/or proposals offering alternate or non-requested services and from Respondents deemed non-responsive and non-responsible.
- prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Respondent further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Respondents, of any responsibility pertaining to such issue.
- award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued.
- to advertise for new proposals or to proceed to do the work otherwise if proposals are rejected.
- cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- reduce or increase estimated or actual quantities in whatever amount necessary if funding is not available, legal restrictions are placed upon the expenditure of monies for this category of service or supplies, or SAHA's requirements in good faith change after award of the contract.

- make an award to more than one Respondents based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO)
- establish a competitive range for responses based on the initial scores and to require presentations by the Respondents within the competitive range.
- require additional information from all Respondents to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
- amend the terms of the contract any time prior to contract execution.
- contact any individuals, entities, or organizations that have had a business relationship with the Respondents regardless of their inclusion in the reference section of the proposal submittal.

V. Timely Submissions: Late submissions will not be accepted. Proposals received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No proposal received after the designated deadline shall be considered. Respondents are cautioned that any proposal submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

VI. Pre-Qualification: Respondents will not be required to pre-qualify to submit a proposal. However, all Respondents will be required to submit adequate information showing that the Respondents is qualified to perform the required work to include any licenses or certifications required to perform the work described in the Scope of Services.

VII. Review of RFP Forms, Documents, Specifications and Drawings: It shall be each Respondent's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP. Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

VIII. Responses: A total of one (1) original signed copy (marked "ORIGINAL") using the Proposal Form attached as **Exhibit E**, and three (3) exact copies, (marked copy) shall be placed unfolded in a sealed package with the Respondent's name and return address and addressed as follows:

{RFP #1908-946-56-4953}
{Retirement Plan Investment Advisory Services}
{October 31, 2019}
The San Antonio Housing Authority
Procurement Department
818 S. Flores
San Antonio, Texas 78204

The Respondents shall bind the Proposal such that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to

make copies then return the proposal submittal to its original condition.

IX. Withdrawal of Proposals: A request for withdrawal of a Proposal due to a purported error must be filed in writing by the Respondents within 48 hours after the proposal deadline. The request shall contain a full explanation of the purported error. The foregoing shall not be construed to violate the common law right of withdrawal for material error as defined in State statute. SAHA retains the right to accept or reject any and all proposals to the extent permitted by law. Negligence on the part of the Respondents in preparing his/her Proposal confers no right of withdrawal or modification of the proposal after such Proposal has been received and opened.

X. Mistake in Proposal Submitted: After a Proposal has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the Respondent to withdraw a Proposal due to a material mistake in the Proposal.

A. Irregular Proposal Submittal: A Proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at SAHA's discretion, be reason for rejection:

- If the forms furnished by SAHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
- If all requested completed attachments do not accompany the Proposal submittal.
- If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning or give the Respondents submitting the same a competitive advantage over other Respondents.
- If the Respondent adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

XI. Disqualification of Respondents: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Respondents and the rejection of his/her Proposal:

- Evidence of collusion among prospective Respondents. Participants in such collusion will receive no recognition as Respondents or Respondents for any future work with SAHA until such participant shall have been reinstated as a qualified bidder or Respondent. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
- More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- Lack of competency, lack of experience and/or lack of adequate resources.
- Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
- Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of award.

- Failure to demonstrate minimum qualification requirements of SAHA.
- Failure to list, if required, all team members, Sub-Consultants (if Sub-Consultants are allowed by SAHA) who will be engaged by the successful Respondent(s) to participate in the Project.
- Failure of the successful Respondents to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable.
- Any reason to be determined in good faith, to be in the best interests of SAHA.

XII. Questions/Inquiries: A Respondent may inquire or question any of the RFP or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable RFP requirements in the form of an Addendum or may reject the Respondent's request.

XIII. Substitutions: Respondents must propose a Project that meets the requirements of the RFP documents. All verbal communications or instructions provided by any SAHA personnel shall only become official and binding when issued as an addendum by the SAHA Procurement Department.

XIV. No Liability for Costs: SAHA assumes no liability or responsibility for the costs incurred by the Respondents for any materials, efforts or expenses required in the preparation of proposals or in connection with presentations or demonstrations prior to the issuance of a Contract.

XV. Proposal Opening Results: Proposals are publicly opened and the results are generally a matter of public record. When SAHA has concluded all evaluations, has chosen a final top-rated Respondent/s, has completed the award and is ready to issue such results, SAHA shall notify the successful Respondent/s. All proposal documents submitted by the Respondents are generally a matter of public record unless such information is deemed to be proprietary.

XVI. Award: Submissions will be evaluated on the criteria stated in Section A of this RFP. After evaluation of the responses, the Contract will be awarded to the Respondent/s representing the "Best Value" to SAHA. The Selected Advisory Firm will then enter into a contract with SAHA.

XVII. Taxes. SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

XVIII. Insurance: If a Respondent receives an award and unless otherwise waived in the Contract, the Selected Developer will be required to provide an original Certificate of Insurance confirming the minimum requirements found within Exhibit I to SAHA within 10 days of contract signature.

XIX. Exceptions. SAHA will consider any exception to the RFP that the Respondent wishes to

include but the failure of SAHA to include such exceptions does not give the successful Respondent the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Respondent to notify SAHA, in writing, in its Proposal of any exceptions to the RFP terms. SAHA will consider such clauses and determine whether or not to include in the Contract.

XX. Right to Protest:

A. Rights: Any prospective or actual Respondents or Consultant, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

A.1 Definition: An alleged aggrieved "protestant" is a prospective Respondent or Respondents who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.

A.2 Eligibility: To be eligible to file a protest with SAHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Respondents (i.e. recipient of the RFP documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.

A.3 Procedure: Any actual or prospective Consultant may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Proposals or proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Consultant within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the following example:

APPEAL OF RFP NO. (1908-946-56-4953)
San Antonio Housing Authority
Attn: Procurement Department
818 South Flores Street
San Antonio, TX 78204

XXI. Bonding: Bonding is not required for this solicitation.

- XXII. Escalation:** No price escalations shall be considered; this will be a fixed percentage contract.
- XXIII. Term:** A two (2) year firm fixed percentage contract with the option to renew at the sole discretion of SAHA for up to three (3) additional one year periods at the same terms and conditions.

Section C Information To Be Submitted

The response to this RFP shall be submitted in the manner described in this Section. Each category must be separated by index dividers and the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal and may be cause for elimination of that Respondent from consideration for award.

Respondents are encouraged to identify and clearly label in their submittal how each criterion is being fully addressed. Evaluation of responses to this solicitation will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. The Authority reserves the right to request additional information or documentation from the Respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their submittal beyond those requested, but within the page limitations, those materials should be identified as such and included in a separate section of the submittal.

C.1 Tab 1, References:

The Respondent shall submit 3 former or current clients within the past 7 years, preferably other than SAHA, that demonstrate the Respondent's experience and success in providing services similar in scope, complexity and cost with the objectives outlined in Exhibit A.

The list shall, at a minimum, include for each reference:

- C.1.1** The client's name and the name of the contact
- C.1.2** The client's current telephone number and address
- C.1.3** Description of services provided to the client
- C.1.4** Description of the type of property
- C.1.5** Date of services

This information shall be submitted under the Tab 1 of the Proposal.

- C.2 Tab 2, Conflict of Interest Questionnaire:** This Form is attached hereto as Exhibit B to this RFP document must be fully completed, except as noted, executed where provided thereon, and submitted under this tab as a part of the proposal submittal.

This information shall be submitted in the form of Tab 2 to the Proposal.

C.3 Tab 3, Profile of Firm Form & Company Biography: The Profile of Firm Form is attached hereto as Exhibit C to this RFP document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Respondent. Also submit the Company Biography under this tab.

This information shall be included as Tab 3 of the Proposal.

C.4 Tab 4, Evaluation Factors: The Respondent must submit under this tab a response that addresses each of the following evaluation factors.

A. Experience and Capacity

Respondent shall provide information that clearly demonstrates its organization's prior experience and background in providing retirement plan investment advisory services as specified in this RFP. Respondent shall provide a listing of the entities or financings wherein the firm has served as an investment advisor in the past five (5) years and include information on the type of services provided, the types of funds managed, number of participants and the dollar size of the assets being managed within the respective plan(s). This information should identify and substantiate the basis of the firm's contention that it is the best qualified firm to provide the requested services to SAHA.

Respondent shall list any specific experience it has in the past five (5) years with providing advisory engagements with comparable governmental bodies, preferably other housing authorities and those with similar pension and retirement plans as SAHA and provide relevant references from governmental clients for whom similar services have been provided for. Respondent shall provide the contact names, positions, email address and phone numbers.

Respondent shall describe all licenses held and maintained by the firm, its directors, or officers and principals that are required in order to do business in the State or otherwise. List all states where the firm is registered by the NASD and the SEC. Respondent shall provide a listing of any and all suspensions or expulsions by those regulatory agencies of the firm or any of its personnel in the last 10 years with an explanation of the reason for such suspensions or expulsions and the time period for such action.

Respondent shall provide a staffing plan listing those persons who will be assigned to the engagement if the firm is selected, including the designation of the person who would be responsible for the engagement. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. The information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience and number of years with the firm, and any certifications, professional designations, relevant affiliations or licenses possessed by the individual. Any planned use of specialists should be clearly specified and their experience described as relevant to the work being assigned to them. The same information must be provided for any associate firm or sub-consultant.

B. Quality and Methodology:

Respondent shall describe its theory and methodology undertaking the Scope of Services (including the decision making process and titles, responsibilities and technical capabilities of the various individuals involved at each stage of the process.

Describe the quality of relevant services in previous engagements and projects; and as it would relate to this engagement. Include the comprehensiveness and completeness of Plan management and demonstrated competence in providing innovative approaches and alternatives to Plan participants.

Respondent shall describe its methodology for negotiating fees with third party managers in the interest of minimizing costs and expenses to the Pension Plan.

Respondent shall provide sample materials that can be used to educate members of the SAHA Employees' Pension Plan Administrator and Advisory Committee and provide training to plan participants.

C. Disclosures and Financial Capacity.

Respondent shall describe whether its firm (or any firm previously affiliated with your firm) has ever undergone an investigation by an outside agency and describe the outcome of the investigation including ramifications to its firm or Respondent's client. Respondent shall describe whether its firm has ever lost an account due to concerns of improper billing practices, accusations or clients concerns of fraud as defined by applicable Federal or State Authorities. Respondent shall describe, in detail, whether its firm has ever lost an account due to breach of contract, or incurred any unfavorable contractual outcomes (to include any terminations, etc.). Respondent shall state whether its firm, or any principal, director or officer thereof, is now or has in the last 3 years been a defendant in any litigation involving a sum of \$100,000 or more, the subject of any professional disciplinary action, and/or is or has been the subject of any investigation, provide a description of the litigation, investigation or disciplinary action.

Respondent shall provide information that supports the financial integrity and viability of the firm to absorb the proposed work and continue its other operations without undue delay or adverse effect on either.

D. Fees. (Do not include fees under this tab they are part of Exhibit "E" and are to be included in the "Original" response only.)

Respondent shall provide a fee for services (as a percentage of the investment value) related to the Scope of Services identified in this RFP and a detailed fee schedule for ad hoc services and any special services and identify charges for each of these. Proposed fees are all-inclusive of related costs, including, but not limited to: employee wages and benefits, clerical support, overhead and profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying not specifically agreed to by SAHA.

Information contained within Sections C. 4 A-C shall all be included as Tab 4 of the Proposal.

C.5 Tab 5, Proposal Checklist and Certification: Respondent shall certify that the Proposal documents are complete and included in the response and to the Certification contained in Exhibit D.

This information shall be included as Tab 5 of the Proposal.

End Section C

Section D Terms and Conditions

These Terms and Conditions shall be considered the minimum required terms of any Contract between the Successful Respondent and SAHA. The Consultant must also be familiar with federal guidelines issued by HUD. These guidelines, together with any supplemental general conditions issued by HUD, outline requirements for the conduct of work and administrative requirements.

I. **General Responsibilities:**

- A. Specifications.** The Consultant shall provide the Services in accordance with the Scope of Services which are included herein.
- B. Regulatory/Licensing.** Consultant shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services. Obtaining licenses and permits shall be the sole responsibility of the Consultant.
- C. Timesheets.** Intentionally Deleted
- D. Unacceptable Employees:** If any employee of the Consultant is deemed unacceptable by SAHA, Consultant shall immediately replace such personnel with a substitute acceptable to SAHA.
- E. Uniforms/Badges:** Consultant shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.
- F. Criminal history/Drug testing.** Consultant shall perform criminal history checks and drug screening tests on all employees performing work and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony convictions involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Consultant.
- G. Work on SAHA Property:** The Consultant shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.
- H. Wages.** Consultant shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Consultant further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the agreement.

I. Independent Consultant: The Consultant shall be considered an independent Consultant. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

II. Sub Consultants. Consultant may not use any Sub-Consultants to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of SAHA. Also, any substitution of Sub-Consultants must be approved in writing by SAHA prior to their engagement. All requirements for the "Prime" Consultant shall also apply to any and all Sub-Consultants. It is the Consultant's responsibility to insure the compliance by the Sub-Consultants. Regardless of subcontracting, the Consultant remains liable to SAHA for the performance under the contract. The Consultant shall assure that its Sub-Consultants comply with all applicable SAHA requirements including but not limited insurance, and proper and required licensure.

III. Limitation/Indemnification/Insurance

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

B. Indemnification. The Consultant shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Consultant, its agent, or its Sub-Consultant of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Consultant, any Sub-Consultant, or any employee, agent or representative of the Consultant or any Sub-Consultant. **CONSULTANT ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

For clarification purposes, the Consultant shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Consultant*, its employees, Sub-Consultants, suppliers, manufacturers, or other persons or entities for whose acts Consultant may be liable.

C. SAHA Actions. It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

D. Insurance: The Consultant shall maintain in full force and effect during the entire contract term insurance in the form and in amounts found in Exhibit I.

IV. Liquidated Damages: Intentionally Deleted

V. Warranty: The Respondent represents and warrants to the Customer that the Respondent will

perform the Services with reasonable care and skill and in accordance with best commercial practices and standards in the industry for similar services.

VI. Invoicing:

A. Invoices. Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address. Consultant(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA. To insure prompt and timely payment of invoices, and unless utilizing a progress payment schedule, invoices shall be sent electronically to the following address:

Accounts_Payable@saha.org

If the Consultant does not have the capability to send invoices electronically, they may be mailed to:

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

B. Progress Payments. If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to Consultant which are qualified small businesses in accordance with HUD documents.

C. Direct Deposit. Upon the Award of Contract, the Consultant shall complete a form for direct deposit to process all payments electronically to insure prompt and efficient payment of all invoices.

D. Timely Invoices: Consultant shall invoice SAHA within 60 days after the delivery of the goods or service. If Consultant fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

VII. Laws and Regulations:

A. General. SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

Consultant shall comply with all local, state and federal laws concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. Consultant shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Consultant for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

B. Specific. Consultants shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- Executive Order 11246
- Executive Order 11063
- Copeland “Anti-Kickback” Act (18 USC 874)
- Davis Bacon and Related Acts (40 USC 276a-276a-7)
- Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- Contract Work Hours & Safety Standards Act (40 USC 327-330)
- Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- Civil Rights Act of 1964, Title VI (PL 88-352)
- Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- Age Discrimination Act of 1975
- Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- HUD Information Bulletin 909-
- Immigration Reform & Control Act of 1986
- Fair Labor Standards Act (29 USC 201, et. Seq.)

C. Incorporation. Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

VIII. Termination

A. Early Termination. In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Consultant, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Consultant to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Consultant’s rate and new company’s rate) beginning the date of Consultant’s termination through the contract expiration date. The contract may be terminated under the following conditions:

- a. **Consent:** By mutual consent of both parties, and
- b. **Termination For Cause:** As detailed within the attached HUD Forms. SAHA may terminate any and all contracts for default at any time in whole or in part, if the Consultant fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.
- c. **Failure to Fund.** SAHA may terminate any contract resulting from this RFP in whole or

in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

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

B. Action Upon Termination. Upon receipt of a notice of termination issued from SAHA, the Consultant shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by SAHA in the notice of termination.

C. Remedies Cumulative. The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

D. Rights Upon Termination. In the event the contract is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Consultant shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Consultant has produced or acquired in the performance of the contract.

IX. General Conditions

A. Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

B. Waiver of Breach: A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

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

D. Examination and Retention of Consultant's Records: SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of

making audits, examinations, excerpts and transcriptions.

- E. Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Consultant and/or sub-Consultants pursuant to the terms of the contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.
- F. Force Majeure:** Neither SAHA nor Consultant shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Consultant's reasonable control. Consultant shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- G. "Equal":** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Consultant to furnish specified brand names, numbers, etc.
- H. Notice to Proceed:** Start work date will be determined by the SAHA Project Manager and Consultant's Manager. Consultant shall not begin work until a Notice to Proceed is received from SAHA signed by the contracting officer.
- I. Communications:**
- 1. Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.
 - 2. Notice to Consultant:** Any Notices or Demands upon the Consultant shall be sufficiently given if delivered at the office of the Consultant stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Consultant indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.
 - 3. Notice to SAHA:** All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Consultant, be delivered to attn. Procurement, SAHA at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in

writing to the Consultant for such purpose.

4. **Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

End Section D

Exhibit A Scope of Services

1. Investment Advisor will be responsible for assisting the San Antonio Housing Authority's Employees' Pension Plan Administrator and Advisory Committee ("the Committee") in evaluating, selecting, and monitoring funds to be included as investment options for possible self-directed employee retirement accounts.
2. Advisor shall provide advisory services including advice on investment objectives and/or asset allocation, manager search and performance monitoring.
3. Investment Advisor shall meet with and advise the Committee at least quarterly to provide performance and other related reporting information to include comparing fund performance to relevant benchmarks and objectives stated in the Plan's Investment Policy.
4. Negotiate money market manager fees on behalf of the Committee for the lowest cost to the employee plan.
5. Develop and provide educational materials that can be provided to the Committee and employees. Additionally, the advisor may need to provide training or information sessions with plan participants, if alternatives or changes to the plan are adopted.
6. Upon request, Advisory firm may be asked to provide educational sessions related to the plan's features and investment selections to plan participants. The Advisor firm shall provide consulting regarding other financial and investment matters as may be requested from time to time.
7. Assist in the development and periodic review of the investment policy, which was last revised in 2010.
8. Assist in developing a prudent asset allocation that provides a reasonable risk-adjusted rate of return on the plan assets.
9. Conduct investment manager searches when requested by the Committee.
10. Provide "due diligence" or research on the Investment Manager(s) and their performance. Ensure the qualifications of the Investment Manager(s) to include possession of proper certifications to legally operate in their roles.
11. Monitor the performance of the Investment Manager(s) to provide the Committee with the ability to determine the progress toward the investment objectives.
12. Communicate matters of policy, manager research, and manager performance to the Committee.
13. Review Plan investment history, historical capital markets performance and the contents of the investment policy statement to any newly appointed members of the Committee.
14. All fund records and information must be transferable and made available to SAHA and any HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS (210-477-6059)

successor firm at the conclusion of this contract and if the incumbent is replaced.

15. Respondent shall provide information requested by any of SAHA's Auditors in a timely manner with the requested information being submitted within the required deadlines.

EXHIBIT B

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit C

Profile of Firm Form

Company Biography

PROFILE OF FIRM FORM (Page 1 of 2)

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

(2) Legal Name of Firm: _____

dba if applicable: _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

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

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

(5) Respondent's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

- African American
 - Native American
 - Hispanic American
 - Asian/Pacific American
 - Hasidic Jew
 - Asian/Indian American
- _____ % _____ % _____ % _____ % _____ % _____ %

- Woman-Owned (MBE)
 - Woman-Owned (Caucasian)
 - Disabled Veteran
 - Caucasian American (Male)
 - Other (Specify):
- _____ % _____ % _____ % _____ % _____ %

(6) Is the business 51% or more owned by a public housing resident? ____ Yes; ____ No. If yes, provide name and address of the public housing facility:

Facility Name: _____

Facility Address: _____ City: _____

(7) SWMBE Certification Number: _____
 Certification Agency: _____

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

(8) Federal Tax ID Number: _____

(9) City of San Antonio Business License No.: _____

(10) State of Texas License Type and No.: _____

PROFILE OF FIRM FORM (Page 2 of 2)

- (11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

- (12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

- (13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes • No •

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes • No •

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

- (17) In performing this contract, the Consultant(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials _____

Signature

Date

Printed Name

Company

EXHIBIT D
Proposal Checklist and Certification

PROPOSAL Checklist and Certification

(This Form must be fully completed and placed under Tab No. 4 of the proposal submitted.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the Respondents.

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 Form of Proposal
<input type="checkbox"/>	Tab 2 Profile of Firm and Company Biography
<input type="checkbox"/>	Tab 3 Evaluation Criteria Response
<input type="checkbox"/>	Tab 4 Proposal Checklist and Certification

Proposer's Certification

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

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Bids were provided herein will be delivered as specified in the Bid,
3. In performing this contract, the Consultant(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The Consultant agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONSULTANT certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Signature: _____	Date _____
Printed Name: _____	Company _____
E-mail address if available _____	
Phone _____	Fax _____

EXHIBIT E
Form of Proposal

The Form of Proposal shall be the first document in the “ORIGINAL” proposal binder only and shall be printed on the Respondent’s Letterhead.

(Place on Respondent's LetterHead and first document in Original Response)

San Antonio Housing Authority
818 S. Flores
San Antonio, Texas 78204

Attention: Steven Morando, Director of Procurement and General Services

RE: 1908-946-56-4931, Retirement Plan Investment Advisory Services

Gentlemen:

The undersigned Respondent, having read and examined the RFP and associated documents for **Retirement Plan Investment Advisory Services** and having visited and/or familiarized myself with the work of the proposed project and after thoroughly considering the factors which will affect the execution of the project, does hereby submit this Proposal. All submissions herein are firm and shall not be subject to change provided this Proposal is accepted within one hundred eighty (180) days after the official opening of proposals.

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the proposal requirements and that, otherwise, it is the intent of this Proposal that the Project will be performed in strict accordance with the subsequent Contract Documents.

If no exceptions are taken, indicate so by entering "None"

(Continue on a separate page, if necessary, and attach hereto).

The undersigned Respondent herein proposes to execute the resulting Contract for the consulting services for the fees identified on the attached fee sheet, as specified in Section C.4.D, on an hourly rate basis. Attach on a separate sheet an explanation of and rates for other (reimbursable) fees.

PERFORMANCE AND PAYMENT BONDS.

Performance and Payment Bonds, if required, shall be included in the overall fee structure and will be stated in the Contract.

If this Proposal is accepted, the undersigned Respondent agrees to start and to complete the Project in accordance with the schedule set forth in the subsequent Contract. It is understood that all services shall be complete and all reports shall be delivered as scheduled. The undersigned fully understands that the time of completion is of the essence of the Contract.

If written notice of the acceptance of this proposal is mailed, facsimile, or delivered to the undersigned within one hundred eighty (180) days after the date of opening of proposals, or anytime thereafter before this proposal is withdrawn by the Respondent, the undersigned will, within ten (10) days after the date of mailing, facsimile, or delivering of such notice, execute and deliver a Contract in the form provided by SAHA, complete with acceptable Performance and Payment Bonds, if applicable.

Dated this _____ day of _____, 20_____.

Offeror _____

By _____

Title _____

ATTEST:

Business Address of Offeror _____

State of Incorporation _____

Address of Principal Office _____

Email: _____

PROPOSAL FEE SHEET

Proposer will provide the specified services for the fees listed below. The fees shall be fully burdened to include but not limited to: wages, insurance, benefits, overhead, and profit.

Fee: _____% of Billable Market Value of the Plan Payable Quarterly

EXHIBIT I Insurance Requirements

Consultant is required to have in place during the term of the contract the following minimum insurance requirements. Consultant will be required to provide an original Certificate of Insurance to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle(s) to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. <u>A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.</u> SAHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate