REQUEST FOR QUALIFICATIONS

Solicitation #17-010-RFQ-0020

RAD Development Team for Bernal Dwellings
(Re-Syndication, Rehabilitation and Transfer of Ownership of Bernal Dwellings Development)

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO
ON BEHALF OF BERNAL HOUSING ASSOCIATES, L.P.

1815 EGBERT AVENUE
SAN FRANCISCO, CA 94124

May 11, 2017
EXECUTIVE SUMMARY

Development Opportunity: Preservation of Bernal Dwellings Development (the “Site” or "Development") through acquisition and re-syndication, moderate rehabilitation, and long-term ownership and operations. The 160-unit HOPE VI Site (built in 2001) is currently owned by Bernal Housing Associates, L.P. (BHA), a California limited partnership, consisting of a Housing Authority of the City and County of San Francisco (Authority) nonprofit affiliate (Bernal Housing Corporation) serving as the General Partner and another Authority nonprofit affiliate (SFHA Housing Corporation) serving as a limited partner. The low income housing income tax credit investor limited partner recently exited BHA. The Development is managed by McCormack Baron Management, Inc. The Authority owns the land and entered into a seventy five (75) year long term ground lease with BHA, which owns the improvements in fee. All of the units receive operating subsidy from the United States Department of Housing and Urban Development (HUD) through the Authority which are considered public housing or ACC units. The Authority received a Rental Assistance Demonstration Program (RAD) rental subsidy commitment from HUD for all of the ACC units.

BHA and Authority Goals: To convert the Site’s 160 ACC units to RAD Project-Based Vouchers (RAD PBVs) units and possibly some non-RAD Project-Based Vouchers (PBVs) units; transfer ownership of the Development to and management of the RAD converted Site for rehabilitation to an affordable housing developer (which will ultimately form another limited partnership with an investor limited partner to provide equity in exchange for low income housing tax credits) in order to leverage additional private resources; enter into a new ground lease which will provide a ground lease payment and residual receipt payments to the Authority; partial or full repayment of Authority’s deferred long term loans; preserve the Site as a financially sustainable real estate asset with a minimum 20-year useful life; improve resident experience through the enhancement of services; and provide existing tenants with the right to remain at the Site, and be only temporarily relocated if needed with the absolute right to return.

Property Disposition: The Authority will retain ownership of the land and enter into a new long-term ground-lease to a qualified developer who will purchase the existing improvements from BHA as allowed by the RAD program. The current structure anticipates an annual ground lease payment in the amount of the fair market rent, payable as follows: Fifteen Thousand Dollars ($15,000) annually, escalating annually based on the HUD Operating Cost Adjustment Factor (the "Base Rent"), plus the balance of the fair market rent payable to the extent of residual
receipts (the "Residual Ground Lease Payment"). The Residual Ground Lease Payment shall not accrue. BHA may provide a seller financing note, and/or the Authority may allow assumption by the acquiring developer of one or more of the Authority’s current loans to BHA, but only to the extent necessary to make the acquisition and rehabilitation financially feasible.

Development Teams: Respondents must have experience developing housing for low income households in San Francisco, experience with implementing a RAD project in San Francisco, and must be or must partner with a community-based non-profit entity (including faith-based) for development and ownership purposes. The proposed development team must also include a qualified property management entity, an architectural services team, and either a neighborhood-based service provider or a citywide services provider who has executed a Letter of Interest, to provide social services and assistance to the tenants.

Selection Process: Respondents will be evaluated on the strength and experience of the development team, the team’s vision for long-term ownership and operation of the housing, and the team’s experience with involving residents in the planning and implementation of rehabilitation and operations.

Outcome: The Authority will take the lead role in overseeing the Request for Qualifications (RFQ) process and will work closely with the Mayor’s Office of Housing and Community Development (MOHCD) in advising BHA. BHA, as the owner, is responsible for final selection of the new developer entity. The Authority and MOHCD will assist in the negotiations with the selected developer for an Exclusive Negotiating Rights Agreement (ENRA) or comparable agreement for this Site. The ENRA is expected to lead to an Option to Ground Lease and a Purchase and Sale Agreement for the existing improvements and a Ground Lease. All development documents are subject to the approval of the Authority’s Board of Commissioners and HUD.

Pre-Submittal Meeting: 9:30 am to 11 am, May 22, 2017, 1815 Egbert Avenue, 2nd Floor, IT Training and Conference Room, San Francisco Housing Authority Offices. A site visit is scheduled to follow at about 11:30 am. Interested parties are requested to meet at the Bernal Dwellings Community Room located at 3138 Kamille Court.

Qualifications Due: No later than 3:00 pm, on June 12, 2017.
REQUEST FOR QUALIFICATIONS

A. INTRODUCTION

The Authority, working with the MOHCD, is soliciting RFQ's and letters of interest from qualified Development Teams for the preservation of existing affordable housing through a development, ownership and management opportunity at Bernal Dwellings Development (3138 Kamille Court in San Francisco). This development consists of 160 family rental units. This solicitation is being done on behalf of Bernal Housing Associates, L.P. ("BHA" or "Owner"), owner of Bernal Dwellings Development.

This RFQ is intended to build upon the Authority’s HOPE VI, HOPE SF, and RAD “Phase I and Phase II” portfolio conversion experience and to use the affordable housing land lease model to ensure long-term preservation of the Authority’s public housing assets. The RFQ also intends to address deferred maintenance issues and make building operations more sustainable by leveraging the Authority’s land, private developers’ and property managers’ expertise, existing financing tools such as 4% low income housing tax credits and tax-exempt bonds, and available financing through the federal RAD Project Based Vouchers (PBV) program and, possibly, local non-RAD PBVs.

The Owner’s overarching goal is to rehabilitate and recapitalize this property in a manner that will maintain the physical and economic viability of the Development for at least 20 years, as required by the RAD Program. The Authority, on the Owner’s behalf, also seeks to improve the residents’ quality of life and provide opportunities to accessible supportive services.

B. OVERALL PLAN FOR REHABILITATION AND RECAPITALIZATION

(1) Rental Assistance Demonstration (RAD):

In response to the Authority’s challenges, City and Authority staff and 72 different organizations met over a 4 month period in early 2013 to develop recommendations for re-envisioning the work of the Authority and its housing properties. As part of the implementation of those recommendations, Authority and City staff, including the Mayor’s Office, the Mayor’s Office of Housing and Community Development, and the City Administrator, developed a financing strategy to address the long term viability of the Authority portfolio in light of reduced current and future federal funding. This strategy was adopted by the Authority.

One of the key elements of the plan is the conversion of the Authority’s six HOPE VI projects’ which include public housing units funded with federal public housing operating and capital subsidy streams into long-term RAD PBVs. Bernal Dwellings Development is one of the six HOPE VI projects. In order to facilitate the financing of rehabilitation projects, the RAD voucher program differs from the traditional PBV also known as the Section 8 program in several ways, including: waiving the current 20% limitation on the amount of Housing Choice Voucher (HCV) assistance a public housing authority may project-based in one project;
increasing the percentage of units in any family project that may be project-based; and increasing the maximum allowable Housing Assistance Payment (HAP) contract term to 20 years, with mandatory contract renewal subject to the availability of appropriations.

Visit the HUD RAD website at: [http://portal.hud.gov/hudportal/HUD?src=/RAD](http://portal.hud.gov/hudportal/HUD?src=/RAD) for more information about the goals and structure of the RAD Program. In particular, see HUD’s Final Implementation instructions to owners of Converting Projects (Version 3, PIH 2012-32 / H 2017-03 Rev 3) for more detail regarding specific policies and procedures, particularly those that apply to PBV conversions.

(2) Scope of Rehabilitation:

The rehabilitation/re-syndication plan for Bernal Dwellings should be developed with the goal of meeting the minimum RAD requirement of extending the useful life of existing structures for at least twenty (20) years by immediate rehabilitation work and by including adequate replacement reserves to address needs that may be temporarily deferred. In order to meet this requirement, the selected developer is expected to leverage as much non-local financial resources as possible through the use of Low Income Housing Tax Credits (LIHTC), tax-exempt bonds, permanent debt, Affordable Housing Program loans, and other sources. It is anticipated that these sources will be adequate to support a scope of work that will meet the minimum requirements to provide a reasonably level of rehabilitation needed at the Site. Another recapitalization effort may be needed in 15 to 20 years.

(3) Other Resources and Requirements:

(a) For Overall Planning and Conversion Implementation:

The successful respondent to this RFQ is expected to adopt and carry out several of the policies and procedures, including utilizing specific documents, developed by the “RAD Working Groups” in conjunction with the RAD “Phase I and Phase II” portfolio conversions. The successful respondent will also be required to participate in ongoing Working Group meetings in which these policies and procedures are discussed and information and best practices are shared across RAD development teams. These include the following:

1. The successful development team will be required to use the RAD Lease and House Rules Packet (which includes the RAD grievance procedures) and participate in any meetings that may involve the updating of the packet in the future.

2. There will be no rescreening of the existing residents.

3. The successful development team must use the RAD Tenant Screening Procedures and Marketing Plan for future residents.

4. The successful development team will create a RAD Housing Retention Plan which supports a property management and services team to address tenant concerns and
ensure that existing tenants are retained in the Development.

5. The successful development team will implement the RAD Services Model including participating in trainings, meetings and resource development. Services partner may also be eligible for supplemental City funding.

6. The successful development team will effectively use and follow all RAD policies and procedures to support tenant retention including RAD Emergency Referral policies/procedures, RAD Rental Assistance, and RAD Violence Prevention strategies.

7. The successful development team will sign and execute the RAD Tenant Association Memorandum of Understanding (MOU) with the Bernal Residents Council.

(b) For Predevelopment:

1. Predevelopment Funding. Depending on the availability of resources, MOHCD may provide pre-development funding if necessary. The selected development team will be able to apply for a predevelopment loan immediately upon their selection under this RFQ. All pre-development funding will be underwritten according to MOHCD’s underwriting guidelines and must be approved by the MOHCD Loan Committee.

2. Due Diligence Materials. The Authority has undertaken and assembled due diligence materials, some of which are available for download (open with hyperlink) at the Authority website.

These include:
   a. Floor plans
   b. Preliminary Title Report, April 2016
   c. RAD Physical Conditions Assessment, February 2015
   d. Rent Roll, April 2017
   e. Previous Three Years Audited Financials (2014-2016)
   f. Bernal Dwellings Major Repair Summary

(c) For Development:

The Selected Development Team will be expected to apply for all available and applicable public and private resources to finance the rehabilitation work, including additional predevelopment sources if necessary. No new capital subsidies are expected to be available from BHA or the Authority. However, in order to expedite the rehabilitation planning and implementation process, seller take-back acquisition financing from BHA and/or the assumption by the new partnership of existing Authority loans to BHA, may be available. Furthermore, BHA will approve, based on the Authority staff’s recommendation, with
MOHCD’s assistance, the Investor/Lender RFP and ultimate Investor/Lender selection and terms.

(d) For Services:

The RAD program itself does not require that services be provided. However, the Development Team must provide funding in the Project operating budget for two full-time services coordinators responsible for providing residents with tenant engagement, community building and service connection on site and referrals off site to local or City providers in the Project’s operating budget.

(4) Timeline:

(a) RAD Application
On September 27, 2013, the Authority submitted an application to HUD for a Portfolio Award for conversion of 4,575 public housing units to RAD project-based vouchers units over a two-year period. The application identified the Authority’s 29 existing public housing projects to be rehabilitated in two phases, six (6) new construction projects developed through the HOPE SF initiative, and six (6) existing HOPE VI mixed-finance projects, including Bernal Dwellings. Individual, project-specific RAD applications were submitted for all projects. On January 6, 2014, HUD issued a Portfolio Award letter and a Commitment to Enter into a Housing Assistance Payment (CHAP) for all phase one projects, including Bernal Dwellings. On March 25, 2016, HUD provided updated CHAP rents for Bernal Dwellings which took into account various administrative changes, including applying the Operating Cost Adjustment Factor (OCAF) for 2015 and 2016 (see Exhibit A). Assuming the RAD closing milestones below are met, the current CHAP rents will be amended to include the 2017 and 2018 OCAF when the RAD Conversion Commitment (RCC) is issued by HUD.

(b) CHAP Milestones:
Upon completion of the RFQ selection process, the successful Development Team must diligently pursue completion of the RAD implementation process and convert this project from ACC-operating subsidies to RAD PBV subsidies, concurrent with the start of rehabilitation of the Site, on or before October 1, 2018. Leading up to this closing, the selected Development Team must work with the Authority on behalf of the Owner to meet the following milestones:

i.  **By May 1, 2018:** The Development Team must submit a Financing Plan to HUD including a detailed Scope of Work, cost estimate, summaries of environmental issues and energy conservation measures; development sources and uses; development team qualifications; proposed financing with updated commitment letters and proposed closing date; an operating proforma that meets specific feasibility standards; a description of how rehabilitation will be managed; and a timeline for completion of all rehabilitation (generally 12 to 18 months from date of construction closing).
Upon approval of the Financing Plan, HUD will issue a conditional RCC letter.

ii. **By July 1, 2018:** The Development Team must submit a Closing Binder to HUD with development documents in substantially final form, including the acquisition and ground lease documents, primary financing documents, bond documents, organizational documents, and RAD and HAP contract documents.

Upon approval of the Closing Binder, HUD will issue its escrow instructions and grant approval to close and convert the Project.

(5) Development Team Responsibilities and Expectations:

**COMMITMENT TO ACCESSIBLE SERVICES** – Appropriate, culturally competent services that are easily accessed by residents (either on-site or in the neighborhood) must be included in each Development Team’s plan. In order to provide effective tenant engagement, community building or service connection to residents and to facilitate residents' utilization of services, the referrals should be for services located as close to home as possible, preferably on-site.

**COMMITMENT TO RESIDENT INVOLVEMENT** – For a number of reasons, including residents’ knowledge of the day-to-day living conditions of their units and their community, as well as the inconvenience rehabilitation work is likely to bring, it is essential that the selected Development Team begins as soon as possible to develop effective communication and working relationships with the residents. As the owner/operator of this property, the Development Team must successfully transition to mutual respect and trust between landlord and tenants and take appropriate steps to involve residents in the planning process from the start, keeping residents informed and involved throughout the rehabilitation, and providing opportunities for their continued involvement over the long term. This approach may require education or training for both the Development Team and residents, including educating or training residents as necessary to prepare them to participate knowledgeably in the ownership and program transition planning and educating or training Development Team members and their property management staff as necessary to make adjustments in their approaches, policies or standard procedures to accommodate meaningful resident involvement.

As soon as possible after being selected under this RFQ, the Development Team must begin the process of meaningful dialogue with residents, including meeting with the existing resident association, the Bernal Resident Council.

**COMPLETION OF RAD CONVERSION PROCESS** – Because the level of RAD funding may only be achieved if closings occur in a timely manner, failure to satisfy the timing requirements for conversion to RAD may jeopardize the operating feasibility and development financing of the development. Therefore the Development Team must commit to giving sufficient priority to
completing the RAD conversion process and to rehabilitating this housing development in order to meet the deadlines for achieving the milestones in a timely way, particularly:

- Completion of required studies, reports, surveys, etc. necessary for both RAD required reports and for securing financing; and
- Developing a Financing Plan for rehabilitation and operations;
- Satisfying all HUD Conditions for closing the RAD conversion in a timely way; and
- Beginning rehabilitation no later than October 1, 2018.

TENANT PROTECTION REQUIREMENTS – As housing providers in a very tight and expensive rental housing market, the owner will be required to manage this RAD-converted development with the dual goals of broad and nondiscriminatory access for extremely low income families and individuals and long-term housing security through preservation of existing tenancies. Achieving these goals will require strong due process protections for applicants and existing residents, optimal resident participation opportunities, and ownership and management respect for resident organizing rights, and support by City agencies, including those responsible for funding services that will facilitate residents’ housing retention.

The selected developer will be required to comply with the existing long-term tenant protection regulations associated with the PBV program. In addition, RAD has certain special tenant protection requirements applicable to public housing projects, such as Bernal Dwellings, converting assistance to long-term PBVs under RAD summarized below: (See RAD Notice Exhibit D.)

- Notification of proposed conversion, meetings during the conversion process, written response to residents comments on conversion, and notification of conversion approval and impact (see Section 1.8 of RAD Notice);
- No rescreening at conversion (see Section 1.6(C)(1) of RAD Notice);
- Right to return after temporary relocation to facilitate rehabilitation or construction (see Section 1.4(A)(5) of RAD Notice and the RAD Fair Housing, Civil Rights, and Relocation Notice);
- Phase-in of tenant rent increases (see Section 1.6(C)(4) of RAD Notice);
- Continued Earned Income Disregard (see Section 1.6(C)(8) of RAD Notice);
- Continued recognition of and funding for legitimate residents organizations (see Section 1.6(C)(6) and Attachment 1B.2 of RAD Notice);
- Procedural rights consistent with section 6 of the Act (see Section 1.6(C)(7) of RAD Notice); and
- Choice-mobility option allowing a resident to move with a tenant-based voucher after tenancy in the Covered Project (see 24 CFR § 983.260).
- For additional information on relocation requirements under RAD, refer to Notice H 2016-17; PIH 2016-17
(6) Underwriting Guidelines and Assumptions:

For the City predevelopment loans and for any other additional City financing, Developer Teams should utilize the most current version of the MOHCD Underwriting Guidelines available on the MOHCD website (go to: http://sfmohcd.org/sites/default/files/Documents/CURRENT%20Underwriting%20Guidelines%202016.pdf). Where there is any conflict between MOHCD’s guidelines and the RAD Notice, the terms of the RAD Notice will govern.

A. **RAD Use Agreement** – All financing must be subordinate to the RAD Use Agreement that runs for the same length as the HAP contract (20 years with automatic renewals) and remains in effect even if the HAP contract is terminated (at least for the term the HAP contract would have run). This Agreement requires that if the HAP contract is terminated prior to the end of its term, all new tenants must have incomes at or below 80% of Area Median Income, as adjusted for household size (AMI) and rents may not exceed 30% of 80% of AMI for the remainder of the term of the RAD Use Agreement.

B. **Affordability.** AMI of new residents will be limited to 50% of HUD AMI. However, no existing residents, even those who are over-income, will be displaced.

C. **Debt Service Coverage Ratio** – Per the RAD Notice, the Debt Service Coverage Ratio (DSCR) may not be less than 1.11 (slightly higher than the MOHCD guideline of 1.10). Also, the term of the loan cannot be shorter than 18 years.

D. **Developer Fee** – In general, the Project will be eligible for a developer fee consistent with the MOHCD Developer Fee Policy found here: http://sfmohcd.org/sites/default/files/Documents/CURRENT%20Developer%20Fee%20Policy%20072916.pdf. Any undeferred portion of the fee may also be subject to HUD’s approval (see RAD Notice, Section 1.14, for additional information).

E. **Reserves** – Operating and Replacement Reserves should be consistent with MOHCD Guidelines.

F. **Ground Lease Terms** – 55 year term with 45 year extension; Ground Lease Payment(s) will be at the fair market rent value, the initial year $15,000 base rent with an annual escalation rate based on the HUD Operating Cost Adjustment Factor (OCAF) as part of operating budget, plus a residual ground lease payments (which do not accrue) from available excess cash (see “Cash Flow Waterfall” below).

G. **Acquisition Financing** – To facilitate the acquisition, BHA may provide a seller financing
note. In addition, the Authority may allow assumption by the acquiring entity of one or more of the Authority’s current loans to BHA, but only to the extent necessary to make the acquisition and rehabilitation financially feasible. The acquisition price for the Development will be determined by appraisal.

H. **Cash Flow “Waterfall”** – To the extent this Development produces operating income in excess of operating costs, hard debt service, expensed asset management fees and base land lease payments, surplus cash will be distributed as follows:

1. Deferred Developer fee
2. Fees payable to the project, the General Partner (GP), the Limited Partner (LP) or the parent entity. See Fee Policy here: http://sfmohcd.org/sites/default/files/Documents/CURRENT%20Operating FeesPolicy%202016.pdf
3. Residual receipts payments to the Authority, BHA, and/or any other soft debt lender/s prorated in proportion to the loan amount
4. Residual ground lease payment

(7) **Applicable Policies, Guidelines and Other Requirements:**

A. **Insurance Requirements:**

See Exhibit C.

B. **Security Badge ID Requirement:**
All employees of the selected Development Team will be required to obtain and wear security badges while on Authority properties. The badges can be obtained from the Human Resources Department at 1815 Egbert Avenue, San Francisco, CA 94124. The Authority will charge a minimal one-time fee, not-to-exceed $5.00 per badge. Badges must be obtained prior to commencing work on any Authority site.

C. **Resident Hiring:**
To the maximum extent possible, the selected Development Team agrees to actively recruit, hire and train residents of public housing for position vacancies within its organization or other employment opportunities. The Development Team is also required to meet the requirements of Resolution No. 4967, adopted February 22, 2001 and Resolution No. 0018-15, adopted April 23, 2015, which requires the hiring of twenty-five percent (25%) of the total workforce at the Bernal Dwellings to be former and existing public housing residents.

D. **Employment, Training and Contracting Opportunities for Low-Income Persons**
**Section 3** Requirements:

Please see Exhibit E and also: [http://www.hud.gov/offices/fheo/section3](http://www.hud.gov/offices/fheo/section3). If applicable, the Development Team selected under this RFQ will be required to work with the CityBuild initiative of the Mayor’s Office of Economic and Workforce Development to comply with local requirements regarding the provision of employment opportunities for local and low-income residents and small businesses during both the development and operation of this Development and also meet the requirements of Resolution No. 4967 and Resolution No. 0018-15 discussed above.

D. Environmental Review:

Proposed rehabilitation plans will be subject to review under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA) and specifically the Section 106 historical resources preservation review. Development teams must not undertake activities which would have an adverse environmental impact or limit the choice of reasonable alternatives before completion of the CEQA/NEPA/NHPA/Section 106 review process. This review and clearance process is the joint responsibility of the Development Team and the City.

E. Accessibility Requirements:

Federal accessibility requirements apply to all conversions. Specifically, Section 504 and ADA apply to substantial alterations and other alterations.

F. Relocation Requirements:

Any temporary relocation necessary for completing the rehabilitation of converted units must comply with Federal, State, and the City relocation ordinance (Ordinance 227-12), the Authority's Right to Return Policy (Resolution No: 5390) and implementing regulations, including the RAD Relocation Notice (H 2016-17/PIH 2016-17 (HA)).

G. Prevailing Wages:

The Davis-Bacon Act applies to all “initial repairs” or rehabilitation work identified in the Financing Plan associated with the conversion of units under RAD but not to subsequent repairs that may be needed from time to time to maintain the units.

H. Sustainable Design:

The RAD program instructions include Green Building and Energy Efficiency requirements if rehabilitation plans include the replacement of systems and/or appliances. See the RAD Notice for more detail.
C. RFQ RESPONSE EVALUATION

(1) Development Team Threshold Characteristics: The proposed Development Team must include:

- At least one community-based non-profit development entity, defined as a nonprofit organization whose mission includes the development of affordable housing or economic development in low income communities, with experience developing housing for very low income families and individuals in San Francisco;
- A property management entity with experience managing low and very low income affordable housing in San Francisco, in a culturally competent manner;
- At least one community-based service-providing entity with experience providing culturally competent social services appropriate to the target population and in the neighborhood of the cluster of public housing proposed for re-development. The primary service providers for family housing are expected to be family support providers (including Family Resource Centers and neighborhood centers). Letters of Intent or Memoranda of Understanding from service providers and property management entities must be submitted with the application, if applicable.
- An architecture/engineering team (including mechanical, electrical and structural engineers) with experience in the occupied and/or phased rehabilitation of multifamily housing in San Francisco.
- A General Contractor with experience in occupied and/or phased rehabilitation of multifamily housing in San Francisco.

(2) Development Team Threshold Experience and Capacity Qualifications:

Threshold Experience Qualifications for development, ownership and property management are defined in terms of the number of Qualifying Projects that the Development Team or Development Team’s agents and partners have been involved in.

For Development Experience: A Qualifying Development Project is defined as a large (100+ units), occupied-rehab affordable rental housing development project.

The respondent can qualify for development experience by partnering or contracting with a developer or development consultant for comprehensive development management services. Development management services should include financial packaging, selection of other consultants, selection of construction contractor and property management agent, oversight of architectural design, construction management, and consultation on major aspects of the development
At a minimum the respondent must have completed:

- at least one Qualifying Development Project (QDP) in the past 5 years in San Francisco (including demonstrating that the identified member of the proposed Development Team took the lead in the design and construction management processes of the QDP);
- at least one San Francisco RAD project financed using LIHTC (including demonstrating that the identified member of the proposed Development Team took the lead in the financing of the RAD project) or
- at least one re-syndication project (including demonstrating that the identified member of the proposed Development Team took the lead in the financing of the re-syndication project).

For Ownership Experience: A Qualifying Ownership Project is defined as a large (100+ units) affordable rental housing development in San Francisco similar in target population (low-income families) to this development.

At a minimum, respondent must have owned at least one Qualifying Ownership Project for at least five years.

For Property Management Experience: A Qualifying Management Project is defined as a large (100+ units) affordable rental housing development in San Francisco similar in target population (low-income families) to this development.

At a minimum respondent or the respondent’s management agent must have managed at least one Qualifying Management Project in San Francisco for at least 24 months. In addition, respondent or the respondent’s management agent must have experience managing at least one San Francisco RAD project financed LIHTC.

These threshold management experience requirements may be satisfied by one Qualifying Management Project, or by multiple projects as long as respondent can demonstrate experience with managing housing with all of the relevant characteristics.

For Social Services Provider Experience: Threshold Experience Qualifications for services are defined in terms of the amount, location, duration, and target population of services provided by the respondent’s service provider(s).

At a minimum the respondent must have a working relationship with at least one service provider with at least 24 months experience providing supportive services to a similar population and in the same neighborhood as the population of this development. The relationship with the service provider must be documented in an LOI or an MOU.
**For Architecture/Engineering Team:** The Architecture/Engineering team meets the Threshold Experience Qualifications if the lead Architectural firm has successfully completed at least two Qualifying Development Projects in San Francisco.

**For General Contractor:** The General Contractor meets the Threshold Experience Qualifications if it has successfully completed at least two Qualifying Development Projects in San Francisco.

**Threshold Capacity Qualifications:** Responding development teams must document their capacity to successfully develop, own, and manage the development and to provide appropriate support services to its residents either through staff with appropriate experience and capacity, contracted services, or collaboration with other organizations.

At a minimum, respondent must document the capacity of the lead organization to quickly assume the development, asset management and property management duties it is proposing to assume, including documenting the experience and capacity of key staff, their workloads, and the organizational structure for supporting staff. In the event that property management will be provided by another entity, that entity must document its capacity to assume its duties in a timely and efficient manner.

**(3) Scoring Criteria:** (85 points possible + 10 bonus points possible)

**Vision - (10 points possible):**
Proposals will be scored on the basis of the Development Team’s overall vision for undertaking the proposal, including working with residents in the social and cultural context of this development for rehabilitation and transfer of ownership. Scoring will take into account the degree to which the proposal demonstrates an understanding of, and proposes strategies for addressing:

- The importance of preserving and improving existing ACC-subsidized housing in the context of the City’s current housing crises; and
- The variety of challenges associated with preserving this property for the long-term and responses to those challenges based on previous RAD conversions.

**Development Experience and Capacity - (20 points possible):**
Proposals will be scored according to the number of Qualifying Development Projects completed. A MOU with the developer partner or development consultant must be submitted with the application. The contract for development services must be acceptable to the BHA.
<table>
<thead>
<tr>
<th>Qualifying Development Projects completed (1 within past 5 yrs.)</th>
<th>10 Points</th>
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<tr>
<td>3 or more Qualifying Development Projects completed (1 within past 5 yrs.)</td>
<td>20 points</td>
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**Management Experience - (20 points possible):**
Proposals will be scored according to the number of housing developments similar in size and target population to this development that the proposed property management firm has successfully managed for at least 24 months or longer. A LOI from the property management agent must be submitted with the application.

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<thead>
<tr>
<th>Have managed at least 2 Qualifying Management Projects for at least 24 months</th>
<th>10 points</th>
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<tr>
<td>Have managed 3 or more Qualifying Management Projects for at least 24 months or 2 Qualifying Projects for at least 48 months</td>
<td>20 points</td>
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**Social Service Provider Experience - (20 points possible, + 5 bonus points possible)**
Proposals will be scored according to the amount of experience (length of time) the service provider has successfully provided services to a similar population to Bernal Dwellings. This experience should reflect tenant engagement, community building and service connection including linking clients to the City’s safety net of services and supporting their efforts to access those services. A Letter of Intent (LOI) from each service provider must be submitted with the application.

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<thead>
<tr>
<th>Service provider has provided services for at least 48 months</th>
<th>10 points</th>
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<tr>
<td>Service provider has provided services for more than 48 months</td>
<td>20 points</td>
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<tr>
<td>BONUS: Service provider currently operates within a housing development.</td>
<td>+5 points</td>
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Resident Involvement Experience - (15 points possible, + 5 bonus points possible)

Proposals will be scored according to developer team’s experience with meaningful tenant or community participation in the planning and implementation of their development work and in the operations, management and services of the housing they have developed in San Francisco. Points will be awarded for experience in the activity with the highest points among the first three categories of activities listed below plus Bonus points as appropriate.

<table>
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<th>Experience</th>
<th>Points</th>
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<tr>
<td>Experience leading one or more community planning processes related to development of housing.</td>
<td>5 points</td>
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<tr>
<td>Experience providing opportunities for resident participation in planning rehabilitation of existing affordable housing.</td>
<td>10 points</td>
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<td>Experience providing opportunities for resident participation in planning operations or services in affordable housing.</td>
<td>15 points</td>
</tr>
<tr>
<td>BONUS: Experience in providing resident employment opportunities either during construction or in operating activities or services in affordable housing.</td>
<td>+5 points</td>
</tr>
</tbody>
</table>

D. SUBMITTAL CONTENTS

Respondents’ Statement of Qualifications must be submitted and organized as follows:

1. Summary:

   11. **Development Team:**
       Provide name of organization, names of Director and primary contact persons with phone numbers and email addresses for each of the following.
       - Lead Developer
       - Co-Developer (if applicable)
       - Property Manager
       - Services Provider(s)
       - Architect and Engineering Team
       - General Contractor

2. Threshold Experience and Capacity Qualifications:

   Provide identifying information about the Qualifying Projects associated with each member of the Development Team, including the size, location, completion date, target population
21. **Developer and/or Co-Developer:**

**Development Experience:**
Identify at least one Qualifying Development Project completed within the past five years in San Francisco, including its number of units, building type, completion date, location, target population and financing sources. If that Qualifying Development Project did not involve financing with RAD/LIHTC, or was not a re-syndication, provide identifying information for additional projects to document the Team’s experience in those areas.

**Development Capacity:**
Describe the relevant experience and capacity of the key personnel to be involved in development activities, including particularly lead project management staff, their current and projected workloads, and the organizational structure that supports them.

**Ownership Experience:**
Identify at least one Qualifying Ownership Project, including its number of units, completion date, location and target population.

**Ownership Capacity:**
Describe the current asset management structure, staffing, and portfolio of the organization that will assume ownership of this development, and its capacity for assuming asset management of this development once conversion/acquisition is complete.

22. **Property Manager:**

**Property Management Experience:**
Identify a Qualifying Management Project managed for at least 24 months, including location, resident population, project size and capital financing sources, and relevant dates of service. If the Qualifying Management Project identified was not financed with RAD/LIHTC, identify an additional project in San Francisco with that characteristic and including the same identifying information.

**Property Management Capacity:**
Describe the experience and capacity of key property management staff, including their length of service, workloads, the organizational structure that supports them, and the organization’s capacity to assume property management of this development for conversion/acquisition.
23. **Social Services Provider(s):**
Describe the length of time, location (must include same neighborhood as Bernal Dwellings), type of services and population (must include similar population as Bernal Dwellings) for which supportive services have been provided for at least 24 months, including a brief summary of services provided, how clients' needs are assessed, and how a plan for addressing those needs is developed. Provide documentation of quality of services provided such as contract monitoring reports or funding source evaluations. Demonstrate effectiveness in linking and supporting clients in their use of the City's safety net services. Provide history of successful services contracts with City Departments.

24. **Architecture/Engineering Team:**
Identify at least two Qualifying Development Projects completed in San Francisco.

25 **General Contractor:**
Identify at least two Qualifying Development Projects completed in San Francisco.

3. **Scoring Documentation:**

31. **Vision:** Describe the Development Team’s overall vision for undertaking the proposed rehabilitation, management and ownership of the development, including why preserving this housing is important and what challenges are likely to arise over the short and long term based on experiences with other San Francisco RAD projects. Furthermore, describe solutions and successful strategies that can address these challenges based on lessons learned from previous San Francisco RAD conversions. (Please limit this response to no more than 2 pages. Prepared on 8 ½ x 11 white paper utilizing one inch margins, double spaced, Times Roman font)

32. **Additional Development Experience and Capacity:** Identify additional Qualifying Development Projects including the size (number of units), type of building (low, mid- or high-rise), location, completion date, target population and funding sources of each Qualifying Project.

33. **Additional Property Management Experience:** Identify additional Qualifying Management Projects managed including the size, location, population and length of time managed for each Qualifying Management Project.

34. **Additional Social Services Experience:** Describe any experience with providing appropriate services (including how clients’ needs are assessed and a plan for addressing those needs is developed) for a target population similar to Bernal Dwellings that exceeds the threshold 24 month requirement. Provide documentation of the length of time, location, type of services and quality of
services provided such as contract monitoring reports or funding source evaluations.

3.5. Resident Involvement Experience: Describe the Development Team’s experience, including relevant dates, locations, project descriptions (size and population of the housing that community members and/or residents were involved in planning, building or operating), processes and outcomes for each of the following that apply: (Response is to be no more than 2 pages. Prepared on 8 ½ x 11 white paper utilizing one inch margins, double spaced, Times Roman font)

3. 5(a). Community planning related to construction or rehabilitation of affordable housing.
3. 5(b). Resident participation in planning rehabilitation of their existing affordable housing.
3. 5(c). Resident participation in planning or programing operations or services.
3. 5(d). Resident employment in construction, operations or services in affordable housing.

4. Attachment A: Certification of Eligibility

E. SELECTION PROCESS

1. Threshold: Authority and MOHCD staff on behalf of BHA will review each submittal to confirm the contents are complete, and that the Threshold Team Characteristics and Experience requirements are met. Submittals which are incomplete or do not meet the Threshold requirements may not be reviewed.

2. Written Evaluation of the Scoring Criteria: After determining that each proposal response contains the required submittal information and meets the Threshold Experience and Capacity Qualifications, the proposals will be distributed to the Evaluation Panel. The first evaluation will be a review of the written proposals by each Panel member acting independently, and using the Scoring Criteria. The top-ranked firms will be invited to an interview with the Evaluation Panel.

3. Evaluation Panel: The Evaluation Panel shall be comprised of Authority staff responsible for development and finance, representatives of other City departments and agencies, other non-Authority individuals with experience in projects similar to the proposed redevelopment of the Development, and a resident of Bernal Dwellings who is recommended by Bernal Residents Council, and may be a member of the Bernal Residents Council.

4. Interviews: The three or four top-ranked firms will be invited to interview, where they will be given 20 minutes to make a presentation of their experience and past performance. The Evaluation Panel will be provided 20 minutes to ask pre-determined questions of each firm. The firms will be scored and the top-ranked firms will be
5. **Selection:** The Development Team for the Development will be awarded to the top-ranked firm, as determined by the Evaluation Panel, and presented to BHA, who will make the final decision on the selection of the Development Team. It is anticipated that BHA and the selected Development Team will negotiate the terms and enter into an ENRA for the Development. If agreement cannot be reached, the Authority staff on behalf of BHA will negotiate with the next highest rated Development Team until agreement is reached in the terms of the ENRA.
Bernal Housing Associates and Board of Commissioners of the Authority Approvals:
The recommended Developer for approval will be presented to BHA, the owner of Bernal Dwellings. The BHC, nonprofit General Partner of BHA, will make a final Developer selection on behalf of BHA with consent from SFHA Housing Corporation, the limited partner of BHA. The Authority staff, as BHA's agent will provide BHA with both a summary and a more detailed analysis of the RFQ responses. At the BHC's Board of Directors (Board) meeting, the Development Team may be asked to make a public presentation of its qualifications and prior experience, and vision for implementation of its proposal. The BHC Board may take action authorizing negotiations with the selected Developer for an ENRA. The ENRA is expected to lead to a Purchase and Sale Agreement for the existing improvements and a Ground Lease. The selected Developer will also need to seek and receive approvals from the Authority's Board of Commissioners for the proposed Development, including approving the ENRA, the termination of the existing Ground Lease and entering into a new Ground Lease with RAD subsidies; consent to continue, reduce or modify the existing Authority deferred loans; new seller carry back financing; and other related matters. In addition, HUD's approval is required on many of the development documents.
F. IMPORTANT DATES AND SUBMITTAL DEADLINE
Pre-Submittal Meeting Monday, May 22, 2017 (from 9:30 am to 11 am) at 1815 Egbert Street, 2nd Floor, IT Conference Room. The meeting will include a presentation regarding this RFQ and how it relates to the City’s other RAD efforts. Prospective respondents will have the opportunity to ask clarifying questions at this meeting and/or by email to procurement@sfha.org. All questions and their answers will be posted on the Authority’s website.

1. **Site Visit**: One site visit is scheduled to occur immediately after the pre-submittal meeting on May 22. Estimated start time is 11:30 am at Bernal Dwellings site. Interested parties are requested to meet at the Bernal Dwellings Community Room located at 3138 Kamille Street. Street parking is limited.

2. **Submittal Deadline**: This request for proposals is available electronically by emailing the Procurement Department at procurement@sfha.org. Interested respondents that receive the RFQ directly from the Authority will be placed on an Interested Parties List (IPL) and will receive updates and addendums to the RFQ as they become available.

Interested respondents shall submit one (1) proposal marked “Original”, five (5) proposals marked “Copy”, and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box.

The proposals shall be prepared in such a way that it allows for an efficient evaluation by the Authority. The proposals shall be:

- Prepared on 8 ½ x 11 white paper utilizing one inch margins.
- Shall be properly bound.
- Tabbed between sections.
- Delivered in sealed envelopes/boxes clearly labeled with the RFQ Number, RFQ name and the name of the submitting firm.

**Proposals are due prior 3 pm, June 12, 2017 and must be addressed and delivered to:**

San Francisco Housing Authority  
1815 Egbert Avenue  
San Francisco, CA 94124  
ATTN: Procurement/Contract Department

The last date for submitting questions regarding this solicitation is: May 23, 2017 by 3 pm. All questions must be submitted in writing to procurement@sfha.org

3. **Evaluation and Selection**: Subject to approval by Bernal Housing Associates, L.P. Selection is scheduled to be completed by July 19, 2017.
G. RESERVATION OF RIGHTS

The Authority on behalf of BHA, reserves the right at any time, in its sole discretion and for any reason, to do any or all of the following:

1. Waive or correct any immaterial defect or technical error in any response;
2. Reject any and all responses, including disqualifying any submittal on the basis of any real or apparent conflict of interest;
3. Request that certain or all respondents to this RFQ supplement or modify certain aspects of the information or responses submitted;
4. Reissue the Request for Qualifications;
5. Extend deadlines for accepting submittals or request amendments to submittals after the stated deadlines.

H. PROTEST PROCEDURES

1. PROTEST OF AWARD: Any Contractor, person or responder (Protestor) who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Bernal Housing Associates.

2. FILING THE PROTEST: The Protestor must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.

3. CONTENT OF FORMAL WRITTEN NOTICE: The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

   A. The name and address of the Protestor filing the protest and an explanation of how their substantial interests have been affected by the BHA’s notice of the intended or of actual selection of the Development Team;

   B. A statement of how and when the Protestor filing the protest received notice of the bid solicitation or notice of intended or actual award;

   C. A statement of all issues of disputed material facts. If there is none, the protest must so indicate;

   D. A concise statement of the ultimate facts alleged that entitle the Protestor filing the protest to relief;
E. A demand for relief to which the Protestor deems themselves entitled; and

F. Any other information which the Protestor contends is material.

4. **RESPONSE TO PROTEST**: Upon receipt of a notice of protest that has been timely filed, the solicitation process or award process will be stopped until the protest is resolved. The Authority on behalf of BHA, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying the BHA’s decision and will constitute final action.

5. **RESOLUTION**: The Authority, on behalf of BHA may request such other information pertaining to the matter as deemed appropriate. Within ten (10) days of the date of receipt of the written protest, the Authority will notify the Protestor making the protest of its decision.
ATTACHMENT A: CERTIFICATION OF NON-DEBARMENT (Submit with response to RFQ)

This is to certify that ________________________________

(Firm's Name)

involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency.

________________________

(Signature)

________________________

>Title)

________________________

(Date)
Exhibits for Reference

EXHIBIT A: Bernal Dwellings Amended CHAP Rents, March 25, 2016

EXHIBIT B: Insurance Requirements

EXHIBIT C: Authority Section 3 Requirements

EXHIBIT D: RAD Program Update
## EXHIBIT A

Bernal Dwellings

RAD CHAP Rents as of March 25, 2016

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EXHIBIT B
Insurance Requirements

Subject to approval by the Authority's Contract/Procurement Officer, Developer must obtain and maintain, or caused to be maintained, the insurance and bonds as set forth below throughout the Compliance Term of this Agreement at no expense to the Authority:

1. Developer, Contractors

   A. to the extent Developer or its contractors and subcontractors have "employees" as defined in the California Labor Code, workers' compensation with employer's liability limits not less than One Million Dollars ($1,000,000) each accident;

   B. commercial general liability insurance, with limits set forth below, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; fire damage legal liability; advertisers' liability; owners' and contractors' protective liability; broad form property damage; explosion, collapse and underground (XCU); products and completed operations, as follows:

      i. not less than One Million Dollars ($1,000,000) combined single limit per occurrence and Two Million Dollars ($2,000,000) annual aggregate limit before the start of demolition/construction if the Site is unoccupied;

      ii. not less than Five Million Dollars ($5,000,000) combined single limit per occurrence and Ten Million Dollars ($10,000,000) annual aggregate limit during demolition/construction and occupancy of the Site/ongoing operations of the Project;

   C. business automobile liability insurance, with limits not less than One Million Dollars ($1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

   D. professional liability insurance for all architects employed in connection with the Project, with limits not less than Two Million Dollars ($2,000,000) (or, in the case of any other professionals, $1,000,000) each claim and Four Million Dollars ($4,000,000) annual aggregate limit for architects and Two Million ($2,000,000) annual aggregate for any other professionals with respect to negligent acts, errors or omissions in connection with professional services to be provided in connection with the Project. Any deductible over Fifty Thousand Dollars ($50,000) each claim must be reviewed by the Authority;
and

E. crime policy or fidelity bond covering Developer’s officers and employees against dishonesty with respect to the Funds, in the amount of Seventy Five Thousand Dollars ($75,000) each loss, with any deductible not to exceed Five Thousand Dollars ($5,000) each loss, including the BHC and Authority as additional obligee(s) or loss payee(s).

F. Pollution Liability and/or Asbestos Pollution Liability: Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year, this coverage shall be endorsed to include Non-Owned Disposal Site coverage. This policy may be provided by the Developer’s contractor to maintain these minimum limits for no less than three (3) years beyond completion of the Project.

2. Property Insurance

Developer must maintain, or cause its contractors and property managers, as appropriate for each, to maintain, insurance and bonds as follows:

A. during the course of any construction, builders’ risk insurance, special form coverage, excluding earthquake and flood, for one hundred percent (100%) of the replacement value of all completed improvements and Authority property in the care, custody and control of Developer or its contractor, including coverage in transit and storage off-site, with a deductible not to exceed Ten Thousand Dollars ($10,000) each loss, including the Authority and all subcontractors as loss payees;

B. property insurance, special form coverage, excluding earthquake and flood, but including vandalism and malicious mischief, for one hundred percent (100%) of the replacement value of all furnishings, fixtures, equipment, improvements, alterations and property of every kind located on or appurtenant to the Site, including coverage for loss of rental income due to an insured peril for twelve (12) months, with a deductible not to exceed Ten Thousand Dollars ($10,000) each loss, including the BHA and the Authority as a named insured;

C. boiler and machinery insurance, comprehensive form, in the amount of replacement value of all insurable objects, with any deductible not to exceed Ten Thousand Dollars ($10,000) each loss, including the BHA and the Authority as a named insured; and

D. during construction and/or rehabilitation, performance and payment bonds of contractors, each in the amount of one hundred percent (100%)
of contract amounts, naming the BHA and Developer as dual obligees, or other completion security approved by BHA in its sole discretion.

3. **Commercial Space**

Developer must require that all nonresidential tenants' liability insurance policies include Developer, BHA and the Authority as additional insureds, as their respective interests may appear. Throughout the term of any lease of Commercial Space in the Project, Developer must require commercial tenants to maintain insurance as follows:

A. To the extent the tenant has "employees" as defined in the California Labor Code, workers' compensation insurance with employer's liability limits not less than One Million Dollars ($1,000,000) each accident;

B. Commercial general liability insurance, with limits not less than One Million Dollars ($1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverage for contractual liability; personal injury; advertisers' liability; including coverage for loss of income due to an insured peril for twelve (12) months; owners' and contractors' protective; broadform property damage; explosion, collapse and underground (XCU); products and completed operations coverage;

C. Business automobile liability insurance, with limits not less than One Million Dollars ($1,000,000) each occurrence, combined single limit for bodily injury and property damage, including owned, hired and non-owned auto coverage, as applicable;

D. With respect to any tenant who has (or is required by Law to have) a liquor license and who is selling or distributing alcoholic beverages and/or food products on the leased premises, to maintain liquor and/or food products liability coverage with limits not less than One Million Dollars ($1,000,000), as appropriate;

E. Special form coverage insurance, including vandalism and malicious mischief, in the amount of 100% of the full replacement cost thereof, covering all furnishings, fixtures, equipment, leasehold improvements, alterations and property of every kind of the tenant and of persons claiming through the tenant; and

F. Full coverage plate glass insurance covering any plate glass on the commercial space.
4. **General Requirements.**

A. General and automobile liability policies of Developer, contractors, commercial tenants and property managers must include the BHA and the Authority, including their commissioners, board of directors, officers, agents and employees, as an additional insured by endorsement acceptable to the BHA and the Authority.

B. All policies required by this Agreement must be endorsed to provide no less than thirty (30) days' written notice to BHA and the Authority before cancellation or intended non-renewal is effective mailed to the following address:

   BHA  
   c/o San Francisco Housing Authority  
   1815 Egbert Avenue  
   San Francisco, CA 94124  
   Attention: Contract/Procurement Department

C. With respect to any property insurance, Developer hereby waives all rights of subrogation against BHA and the Authority to the extent of any loss covered by Developer's insurance, except to the extent subrogation would affect the scope or validity of insurance.

D. Approval of Developer's insurance or of Developer's contractors, subcontractors, architects or consultants by BHA and the Authority will not relieve or decrease the liability of Developer, Developer’s contractors, subcontractors, architects or consultants under this Agreement.

E. Any and all insurance policies called for herein must contain a clause providing that the Authority and its officers, agents and employees will not be liable for any required premium.

F. BHA and the Authority reserves the right to require an increase in insurance coverage in the event the Authority determines that conditions show cause for an increase, unless Developer demonstrates to BHA and the Authority’s satisfaction that the increased coverage is commercially unreasonable and unavailable to Developer.

G. All liability policies must provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought and that an act of omission of one of the named insureds that would void or otherwise reduce coverage will not void or reduce coverage as to any other insured, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.
H. Any policy in a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in the general annual aggregate limit must be in amounts that are double the occurrence or claims limits specified above.

I. All claims based on acts, omissions, injury or damage occurring or arising in whole or in part during the policy period must be covered. If any required insurance is provided under a claims-made policy, coverage must be maintained continuously for a period ending no less than three (3) years after recordation of a notice of completion for builder’s risk or the Compliance Term for general liability and property insurance.

J. Developer must provide the BHA and the Authority with copies of endorsements for each required insurance policy and make each policy available for inspection and copying promptly upon request.
EXHIBIT C
Authority Section 3
Requirements

The Authority requires contractors to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and its accompanying regulations in 24 CFR 135 (hereinafter called Section 3).

Related Documents:

1. 24 CFR 135.
2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.

BOARD OF COMMISSIONERS RESOLUTIONS NO. 4967 AND NO. 0018-15

A. Board of Commissioners Resolution No. 4967 adopted February 22, 2001, increases the Section 3 requirements contained in 24 CFR Part 135 to require that residents of Authority public housing constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours).

B. Covered Contracts: Construction contracts over $25,000 and non-construction contracts over $50,000.

C. Compliance: The contractor's good faith efforts will be evaluated by the Authority Contracting Officer using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. Non-compliance can result in penalties of $45.00 per hour for shortfalls in hours worked by residents, breach of contract, or termination, as described in Resolution No. 4967.

D. Related Documents:

2. Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents.
3. Board of Commissioners Resolution 0018-15, adopted April 23, 2015, provides that the goal established provided in Resolution No 4967 is also applicable to RAD sites and requires the hiring of twenty-five percent (25%) of the total workforce at RAD sites be former or existing public housing residents.
Documents referenced herein are on file at the Authority Contract and Procurement Department, 1815 Egbert Avenue, (415-715-3123). Copies will be furnished upon request. The documents are also available at the Authority’s web site, www.sfha.org.
EXHIBIT D
RAD Program Update

RAD January 2017 UPDATE. Please use hyperlink to open.
Go to: website