

HABC – RFQ No. 2025-Q1

REQUEST FOR QUALIFICATIONS
for a
REAL ESTATE BROKERAGE SERVICES

RFQ NO. 2025 – Q1

For

The Housing Authority of Bexar County, Texas

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1.0 INTRODUCTION

The Housing Authority of Bexar County Texas (“HABC” or the “Authority”) is governed by the Texas Housing Authorities Law, codified in the Texas Local Government Code under Chapter 392. The Authority is a unit of government, and its functions are essential governmental functions. HABC has authority to carry out its mission within the territorial jurisdiction of Bexar County, Texas. It operates and manages its affordable housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, veterans, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (“HUD”). The Authority is a Public Housing Agency (“PHA”) that administers HUD’s Section 8 Housing Choice Voucher (“HCV”) and Veterans Affairs Supportive Housing (“VASH”) Programs. Recently, HABC exited the Public Housing Program and has no remaining public housing units.

HABC’s revenue is derived from federal funds, administrative fees, development grants, rental income, and partnership fees. HABC enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. The property of HABC is used for essential public and governmental purposes. The Authority and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services. HABC sponsors an affiliated Public Facilities Corporation, the Bexar Management and Development Corporation (BMDC), which was formed under and complies with Texas Local Government Code 303. BMDC owns and operates three affordable multi-family properties as an instrumentality for HABC. BMDC also has an ownership interest in nine LIHTC and PFC partnerships. Combined, these twelve properties provide affordable housing for 3,200 families. An additional four partnership ventures are planned for the near future.

2.0 NOTICE OF INTENT

HABC is conducting this procurement to establish a contract for Real Estate Broker/Agent Services. The Contract issued between HABC and the successful proposer shall be for a period of two (2) years, with HABC having the option to renew the Agreement for two (2) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of four (4) years. The phrase “Term” in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term. Pursuant to Texas Government Code 2254 – Subchapter A, this Request for Qualifications (RFQ) is intended to solicit qualifications from state certified and state licensed real estate brokers with knowledge and experience in the acquisition and disposition of multi-family and single family residential property. Ideal candidate will have experience with units of local government. It is the intent of the HABC to select the Respondent(s) demonstrating the best overall value to the Authority and

to enter into a single contract with a qualified firm to provide real estate brokerage and agency services.

3.0 SCOPE OF SERVICES

At a minimum, the successful respondents(s) shall be required to provide all the necessary personnel, technical expertise, supervision, insurance, transportation, materials, supplies, equipment, and any other ancillary item(s), resource(s) or professional service(s) needed to perform the following services which includes but is not limited to::

1. Representing HABC as Owner’s Broker to value, market, negotiate, and sell real property and improvements as assigned by HABC.
2. Marketing HABC assigned property to a broad range of perspective buyers at the local, regional, and national levels to maximize value for HABC.
3. Assisting HABC and third party vendors in developing comparative market valuation reports including appraisals and providing Broker’s Professional Opinions (BPO) as needed.
4. Representing HABC as Buyer’s representative to source, value, negotiate, and procure land and or improvements as directed.
5. Assisting HABC including HBAC staff and legal counsel in the contracting and closing process.

4.0 PROCUREMENT SCHEDULE and POSTING

The date schedule for the RFQ is as follows:

RFQ Posting Date - Friday, March 21, 2025

RFQ Posting Location – Under the “Current Bids” tab of the Business Opportunities page of HABC’s website at <https://habctx.org/habc-business-opportunities/>

Pre-Submission Conference – N/A

Submission Deadline – 5:00 p.m. CST, Friday, April 18, 2025

5.0 SUBMISSION REQUIREMENTS

The Respondent is required to submit the following information although HABC reserves the right to request additional information upon review of initial submissions:

1. Letter of Interest - The letter should include a brief statement summarizing the Respondent’s company and relevant experience and qualifications. The letter should be from the person who is legally authorized to enter into a contractual relationship. The letter should be signed and dated.

2. Marketing Material – Any relevant and existing marketing material that defines the scope, expertise, and area of operation of the respondent.
3. Resumes of key individual(s) should be provided with a detailed description of the responsibilities that they will be required to perform. Copies of current and active Texas Real Estate licenses should also be provided.
4. References - Respondents should submit a minimum of 3 references from clients detailing the services provided and the types of transactions represented. Like kind services to government agencies (if any) should be highlighted.
5. Fee Schedule – A summary of anticipated fees should be provided. For buyer/seller representation, a percent of sale/purchase price should be used. For other services not included in a buyer/seller representation agreement, hourly rates should be provided.
6. Conflict of Interest Form – The Conflict of Interest Form provided here as attachment A should be completed and submitted.

6.0 SUBMISSION PACKAGE

- a. Proposal Due Date/Time - An original and three (3) copies (a total of four) of the complete submission packages must be received by HABC no later than 5:00 p.m. CST on Friday, April 18, 2025 . The address to submit the proposals is:

Housing Authority of Bexar County
1954 East Houston Street
San Antonio, Texas 78202.
Attn. Neldys Ortiz, Executive Director

On the outside of the submission package should be the Respondent's name and address, phone number, and the RFQ title "Request for Qualifications for Brokerage Services".

- b. Proposal Format – Each proposal copy should be submitted in a professional, organized hard cover binder following the guidelines below:
 1. Letter of Interest. - Immediately inside the front cover.
 2. TAB A - Marketing Material.
 3. TAB B - Resumes of key individuals including copy of individual’s relevant Texas State Real Estate license.
 4. TAB C - References
 5. TAB D - Fee Schedule
 6. TAB E - Conflict of interest Form

7.0 GENERAL CONDITIONS

- a. HABC reserves the right to accept or reject any and all submissions, either in whole or in part, with or without cause; to waive any informalities of any submission; to extend, amend or cancel this RFQ at any time; and, to make the award in the best interest of PHA.
- b. Offerors are solely responsible for ensuring that their proposals are actually received by the time and date stated. Receipt at HABC after the due date and time specified will be cause for rejection.
- c. HABC reserves the right to request additional information, if needed, from prospective Respondent(s).
- d. In the event that it becomes necessary for HABC to revise any part of this RFQ, revisions will be provided in the form of an Addendum to all prospective Respondent(s). HABC may issue and does require Respondent(s) to acknowledge addendums to the RFQ. Submissions must conform to any addenda that may be issued to this RFQ.
- e. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondent(s) should carefully note the submission requirements.
- f. The Respondent(s) shall provide an oral presentation regarding submission submitted, if requested to do so by HABC
- g. Respondent(s) may modify or withdraw a submission prior to the RFQ due date, by an authorized representative of that organization. All submissions will become the property of HABC after the RFQ Deadline.
- h. The Respondent(s) affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
- i. The Respondent(s) affirms that its submission is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.
- j. The Respondent(s) has carefully read the provisions, terms, and conditions of the RFQ document and does hereby agree to be bound thereby.

- k. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between HABC and the selected Respondent.
- l. Respondent(s) must meet HABC’s insurance requirements as requested.
- m. Respondent shall not contact any member of HABC’s Board of Commissioners while this RFP is outstanding. The Respondent(s) will not offer any gratuity, favor, or anything of monetary value to any officials or employee of HABC for the purpose of influencing consideration of a response to this RFQ.
- n. HABC reserves the right to disqualify any submission(s) that may present a conflict of interest between the Housing Authority of Bexar County, its employees or Board members, Respondent(s), or parties identified in the submission.
- o. Proposals may not be withdrawn for ninety (90) days from the submission deadline date.
- p. HABC reserves the right to conduct negotiations with more than one of the Respondents (finalist).
- q. HABC reserves the right to waive any minor irregularities or technicalities in proposals received as the best interest of HABC may require.
- r. If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow. The mistake and the intended correct offer must be clearly evident on the face of the proposal. The Respondent shall submit written evidence that clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Respondents. Mistakes after award shall not be corrected unless HABC’s Counsel makes a written determination that it would be disadvantageous to HABC not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by HABC’s Counsel.

8.0 EVALUATION PROCESS AND SCORING CRITERIA

Each Proposal will initially be evaluated for responsiveness. Those responses that contain the required information, in the format required, and submitted by the deadline will be deemed responsive. All proposals deemed non-responsive will be removed from consideration. All proposals deemed responsive will be submitted to and then evaluated by an HABC selection committee. The selection committee can be advised by consultants and attorneys already retained by HABC. The selection committee will present its recommendations to the HABC Board

of Commissioners who will make the final selection. Proposals will be evaluated and scored using the criteria outlined below.

a. Experience and Qualifications - **50** maximum points

The experience, qualifications, and financial capability of the development team as partially evidenced by the timely and successful completion of similar projects involving multi-family rental housing developments. Reference checks will provide affirmation of the Respondent's competence with respect to the development and management of such projects.

b. Experience Servicing Governmental Agencies - **30** maximum points

Points can be maximized through verifiable experience partnering with public agencies in the repositioning of housing assets to include substantial rehabilitation with resident relocation.

c. Commitment to the Local Community - **10** maximum points

Points will be awarded based on the Respondent's evidence in having a local administrative office as well as experience using local professional resources, and local construction trades to direct a project's financial benefit towards the local community to the greatest extent possible. Respondents can maximize points in this category through verifiable eligibility as a Certified Minority or Women Owned Business Enterprise, and/or as having a verifiable history of using M/WBE team members and contractors in past projects.

d. Fee Schedule - **10** maximum points

Total Possible Points – **100**

9.0 SELECTION AND AWARD

HABC's preference is to select only one awardee subject to this RFQ. However, HABC may select specific Respondents for one or more properties or services and select different Respondents for other properties or services. In the event that more than one Respondent is considered, the RFP responses will be scored based on HABC's belief in the most beneficial grouping for HABC. After the initial scoring of proposals, those Respondents deemed by the committee to be within a competitive range may, at HABC's option, be asked for a telephone or personal interview to clarify issues. After the interviews, each of those Respondents will be reevaluated and rescored. The Respondent with the highest overall score, whose proposal is most advantageous to HABC, will be selected.

The selected respondent and HABC shall then enter into a Memorandum of Understanding which will define the scope of work, the fee schedule, and the general responsibilities of each party. Seller Listing Agreements, Buyer/Seller Representation Agreements, and purchase orders will be negotiated and created between the parties as needed.

10.0 COSTS INCURRED IN PREPARING PROPOSALS

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondent will become the property of HABC and will not be returned. Any Respondent selected for further negotiations, as well as a Respondent ultimately selected will be responsible for all costs incurred by it during negotiations.

11.0 CONFIDENTIALITY OF PROPOSALS

There will be no public opening of proposals. All proposals and information concerning same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. Offerors are hereby notified that all proposals received by HABC shall be included as part of the official contract file. Therefore, any part of the proposals that are not considered confidential, privileged, or proprietary under any applicable Federal, State, or local law shall be available for public inspection upon completion of the procurement process. Any material submitted by the Offeror that is to be considered as confidential must be clearly marked as such; however, the applicable provisions of Federal, State, and local laws shall govern the confidentiality of proposals despite anything contrary to this provision stated in the proposal. HABC is subject to the Texas Public Information Act (Texas Government Code Section 552 et seq.) and Respondents shall be solely responsible for contesting the disclosure of information contained in the response.

12.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the U.S. Government Accounting Office, the Housing Authority of Bexar County, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

13. APPLICABLE STATUTES AND REGULATIONS

The selected Respondent shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, ordinances, and codes and obtain any licenses or permits required to provide the services under this RFQ.

14.0 CONFLICT OF INTEREST

The Respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual, or other interests are such that: a) award of the contract may result in an unfair competitive advantage or b) the Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission by completing and submitting the Conflict-of-Interest Questionnaire found in attachment A of this RFQ under TAB D. If no conflict of interest exists, Respondent should provide a statement attesting to the fact and submit the statement under TAB E.

No member, officer, or employee of HABC, no member of the governing body of the locality, in which the project is situated, no member of the governing body in which HABC is active, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. HABC reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision. No member of or delegate to the U.S. Congress or Resident Commissioner shall be allowed to any share or part of this contract or to any benefit to arise. This provision shall be construed to include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

15.0 INDEMNITY

The selected Respondent shall indemnify and hold harmless HABC, and its affiliates for any and all claims, lawsuits, causes of action and liability arising out of the execution, performance, or nonperformance of this Agreement or in connection with the selected Respondent's use of HABC premises. The costs of any actions stated herein will be the sole responsibility of the selected Respondent.

attachment A

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	<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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	<input type="checkbox"/> 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.