



SAHA | **SAN ANTONIO**
HOUSING AUTHORITY
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818 S. FLORES ST.



SAN ANTONIO, TEXAS 78204



www.saha.org

Procurement Department

Quick Quote

For

Residential Real Estate Broker Services

For

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

Date Issued: October 8, 2015

QQ #: 1509-958-83-4414

Closes: October 22, 2015 at 11:00 AM

Prepared by:

Department of Procurement
of the
San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

Interim President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites independent Contractors to submit bids for **Residential Real Estate Broker Services. This service is required to assist SAHA with the disposal and acquisition of residential real estate properties.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions or request for documents pertaining to this quotation shall be addressed to Edward J. Garza, **Purchasing Agent, telephone 210-477-6582**, fax 210-477-6167 or e-mail at edward_garza@saha.org.
- 3.0 APPLICABILITY: By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1 and Mandatory Contract Clauses for Small Purchases Other Than Construction.
- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:
 - 4.1 Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.
 - 4.2 Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.
 - 4.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.
 - 4.4 Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.
 - 4.5 SAHA reserves the right to:
 - 4.5.1 To make an award to the same bidder (aggregate) for all items; or,
 - 4.5.2 To make an award to multiple bidders for the same or different items.
- 5.0 BIDDER’S RESPONSIBILITY: Each bidder shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- 6.0 DEADLINE: Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.

- 7.0 QUESTIONS:** All questions or request for information concerning this QQ must be submitted in writing four (7) days prior to the closing deadline.
- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 METHOD OF AWARD:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 FEES:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this request for quotes, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.

Experience in Affordable Housing Sales and Cost of services and Marketing/Sales Plan.

- 12.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred in responding to this solicitation.
- 13.0 ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 14.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 15.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:

15.1 If applicable, local business license issued by the City of San Antonio.

15.2 If applicable, a copy of the bidder's license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

16.0 PERMITS: Contractor shall obtain all permits required to complete the work per the specifications.

17.0 INSURANCE: Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. Must include Errors and Omissions coverage.	\$1,000,000 plus E & O of \$1,000,000 per occurrence \$2,000,000 aggregate
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. Must include both owned and un-owned vehicles.	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000 A waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be named as a Certificate Holder.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

18.0 INVOICING: Invoices shall be sent to: San Antonio Housing Authority, Accounts Payable, P.O. Box 830428, San Antonio, TX 78283-0428 or may be e-mailed to Accounts_Payable@saha.org. Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form.

19.0 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

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

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

- 21.0 SECTION 3: Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**
(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3.
- 22.0 EPA REQUIREMENTS:** Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

This includes, but is not limited to:
Contain the work area.
Minimize dust.
Clean up thoroughly.

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *“Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,”* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room

for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to

www.epa.gov/lead/pubs/renovaterightbrochure.pdf

23.0 GENERAL CONDITIONS:

23.1 Scope of Work is Attachment A.

23.2 Location of Property:

Various

23.3 WARRANTY: All services and goods provided pursuant to this Request For Quote and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services,

23.4 Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

23.5 Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.

23.6 Contractor shall supply all material, labor and equipment to complete the requirement of this rfq unless otherwise specified in this QQ.

23.7 Responses may be hand delivered to:

**San Antonio Housing Authority,
Attn: Edward J. Garza Purchasing Agent
818 S. Flores, San Antonio, TX 78204
or
Faxed to: Attn. Edward J. Garza at 210-477-6582
or
Emailed to: edward_garza@saha.org**

FEE FORM
Quick Quote Closes on October 22, 2015 at 11:00AM
1509-958-83-4414

Please provide the fees as a **percentage of the sales price** in the table below:

Residential Sales & Services	Commission (Percentage of Sales Price)
Single Family Home Properties	%
Small Acreage/Vacant lots up to 1 acre	%

Signature & Addenda Acknowledgements

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Signature

Date

Printed Name

Company

E-mail address if available

Phone

Fax

ATTACHMENT A

Scope of Work

1.0 SCOPE OF WORK: SAHA is seeking quotes and information from interested companies that are capable of providing Residential Real Estate Broker Services to include the sale of residential single family homes and small acreage/vacant lots. Services needed after properties are assigned by SAHA to firm for listing may include advice regarding the real estate market, representing SAHA, negotiating the sale of SAHA properties and advising staff of various options or approaches. SAHA expects to have approximately 12 properties to list within the next year.

- 1.1 MARKETING CONDITIONS:** Respondents must understand that some properties they will need to market are located in areas with marketing challenges and in various physical conditions. While some properties may be in easier to market areas others are located in more challenging areas to factors such as their physical location, the condition of the property or surroundings properties, the type of property, or the size and/or shape of the property. Respondents shall provide a summary of their experience and sales strategies marketing residential properties in a variety of areas.
- 1.2 REGULATORY:** Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this QQ.
- 1.3 QUALIFICATIONS, LICENSING & CERTIFICATION:** Respondents shall have fully qualified and licensed staff assigned to SAHA for the duration of the contract. Proposer shall not change staff assigned without the express written consent of SAHA for the duration of the contract. Any changes shall be presented for pre-clearance by SAHA at least 10 working days in advance of the change. SAHA reserves the right to accept or reject any proposed personnel assigned to it under this QQ or any resulting contract at any time. SAHA will notify the Contractor in writing if it requires the removal and replacement of any personnel. The removal shall be effective as of the date on the notification. Experience or knowledge of/or with affordable housing transactions is highly desirable.
- 1.4 EXPERIENCE, PERFORMANCE, MANAGERIAL CAPACITY.** In delivering product quality standards, respondents must provide a general sales plan with their submission indicating the company's past or proposed approach to performing the services in difficult market conditions. Respondents must submit a concise description of its experience, performance, managerial capacity, sales staff training and experience to deliver the proposed services. This shall include experience in conducting assorted single and small multi-family housing sales. The number of years and/or properties sold that reflects this experience. Knowledge of real estate principles and practices in various San Antonio Market areas/conditions and selling homes in neighborhoods undergoing revitalization.

Respondents shall provide goods and/or services that meet or exceed acceptable and/or applicable industry, government or certifying agency (ASTM, UL etc.) standards and in all cases meet or exceed the requirements of HUD and SAHA.

1.4.1 Respondents shall have a full understanding and have had direct experience in the sale of single family homes sold under the following HUD Homeownership programs and initiatives:

1.4.1.1 HUD CFR-PART 906 - Section 5(h) Homeownership Program and SAHA's HUD approved plan.

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_8102.pdf

The newly issued ruling for Section 32 of the 1937 Act revises and replaces the existing 5(h) regulations. HUD will no longer accept new 5(h) plans. Existing 5(h) programs will continue to be governed by 24 CFR Part 906 dated April 1, 1999, or may be revised in accordance with Section 32.

All citations below for Section 32 below refer to the April 1, 2003 edition of 24 CFR Part 906.

1.4.1.2 HUD CFR-PART 906.21- Section 32 Homeownership Program and SAHA's HUD approved plan.

Section 32 Homeownership: Under Section 32, a PHA may (1) sell all or a portion of a public housing development to eligible public or non-public housing residents, (2) provide Capital Fund assistance to public housing families to purchase homes, and (3) provide Capital Fund assistance to acquire homes that will be sold to low-income families. The final Section 32 rule replaces the Section 5(h) rule and does not govern new construction or substantial rehabilitation of units. PHAs may develop public housing rental units per 24 CFR 941, which may in turn be sold under Section 32.

For additional guidance on the Section 32 program, refer to the Section 32 Desk Guide found at:

<http://www.hud.gov/offices/pih/centers/sac/homeownership/>
<http://hud.gov/offices/pih/programs/ph/hope6/mfph/index.cfm#5>
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_8104.pdf
http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/centers/sac/homeownership#section32

1.4.1.3 HUD CFR- Section 24/9 Homeownership Program and SAHA's HUD approved plan.

Section 24/9 Homeownership: The Quality Housing and Work Responsibility Act (QHWRA) permits PHAs, through Sections 24 and 9 of the U.S. Housing Act of 1937, to engage in "appropriate replacement homeownership activities." PHAs may use construction financing, other private resources, HOPE VI funds, and/or Capital Funds to finance the activities included in a Section 24/9 homeownership plan. Only persons at 80% of area median income (AMI) or below are eligible to receive assistance through any funds appropriated under the Act. Section 24 is available for all HOPE VI grantees. Section 27/9 is available to PHAs using Capital Funds for homeownership activities. PHAs may currently use their funds to provide the following services:

1. Down payment or closing cost assistance;
2. Provision of subordinate mortgages (including a direct assistance program);
3. Construction or permanent financing (i.e., write-downs) for new construction, acquisition, or rehabilitation costs related to homeownership units; and
4. Other activities in support of the above primary homeownership activities including, but not limited to: (a) demolition to make way for new construction, (b) abatement of environmentally hazardous materials, (c) relocation assistance and mobility counseling, (d) homeownership counseling, (e) site improvements, (f) administration costs, (g) marketing costs, and (h) legal costs associated with the program.

Additional information may be obtained at:

<http://hud.gov/offices/pih/programs/ph/hope6/mfph/index.cfm#5>

- 1.5** Notice to Start: Start date will be determined by the SAHA Project Manager and Contractor's Manager. Contractor shall not begin work until written notice is received from SAHA signed by the contracting officer or designee.
- 1.6** Insurance: SAHA requires a Professional Liability policy for this contract with errors and omissions coverage. See table in Section 17.
- 1.7** The contractor shall perform all services in accordance with the requirements and scope of work identified in the QQ, Residential Real Estate Broker Services. Below agrees to execute a completed version of Texas Association of Realtors, Residential Real Estate Listing Agreement Exclusive Right to Sell (TAR-1101) 1-1-14 to document services of Broker for sale of a specific property. In the event of any inconsistency between this Agreement and the TAR-1101, the provisions of this Agreement shall control.

Bidders Certification

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

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency;
2. Items for which bids were provided herein will be delivered as specified in the bid,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer and if written notice of the acceptance of this bid is mailed, e-mailed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the products and/or services described herein. By signature hereon the bidder certifies he has the right and authority to bind the company.
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this rfq, and
8. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such bid is genuine and not collusive and that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
9. Child Support: Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

Submitted by: _____ Date: _____
(Firm)

(Signature) (Printed name and title)

(Business address,)

(Phone) (E-mail)

ATTACHMENT B

HUD Forms

**TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES
OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.