



REQUEST FOR PROPOSAL

Real Estate Broker Services

Proposal Release Date: January 24, 2024

Proposal Due Date: February 8, 2024

www.washington.k12.mo.us

Enclosed is a Request for Proposal (RFP) for Real Estate Broker Services. The School District of Washington has identified one property that may no longer be needed for school purposes and therefore may be available for sale. The property is the Technology and Learning Center located at 4245 Highway 47, Washington, Missouri.

The responsive Proposal will comply with all federal, state and local regulations. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit Proposals by **Thursday, February 8** before 10:00 a.m., CST. **No late submittals will be accepted.** The Board of Education reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the District. The District shall be held harmless for any failure to solicit proposals from potential firms. The award for Real Estate Broker Services will be considered by the School Board at a meeting on February 9, 2024.

Companies are to submit one (1) original of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

School District of Washington
“Real Estate Broker Services”
Attn: John McColloch
220 Locust Street
Washington, MO 63090

All communications by the Company concerning this RFP must be directed to John McColloch, Assistant to the Superintendent, via email at john.mccolloch@sdownmo.org

IMPORTANT DATES

ISSUE DATE..... January 24, 2024

BUILDING WALKTHROUGH..... February 1, 2024 at 2 pm (not required)

RETURN DATE and TIME February 8, 2024 prior to 10:00 AM, local time

BOARD DECISION.....February 9, 2024

All proposals submitted must be delivered to the School District of Washington **before 10:00 a.m., on February 8, 2024** to be considered for evaluation. **Proposals received after this time may not be accepted and may be returned to the vendor unopened.**

**SCHOOL DISTRICT OF WASHINGTON
REQUEST FOR PROPOSAL**

Title: Real Estate Broker Services
Issue Date: January 24, 2024
E-mail: john.mccolloch@sdowmo.org

Contact Person: John McColloch
Phone #: (636) 231-2000

RETURN PROPOSAL NO LATER THAN: February 8, 2024

RETURN PROPOSALS AND ADDENDA TO:

School District of Washington
“Real Estate Broker Services”
Attn: John McColloch
220 Locust Street
Washington, MO 63090

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

SIGNATURE REQUIRED

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

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PART I: INTRODUCTION AND PROCESS

1. INFORMATION

The School District of Washington is seeking a realtor/marketing agent for the sale of sites in the District.

Proposals are invited from interested realtors to market and take offers on property on behalf of the District. This solicitation is competitive, designed to enable the School District of Washington to select the best offer from the realtor best suited to market and sell property. Selection will be made by the Superintendent of Schools and recommended to the Board of Education.

As stated earlier, the Technology and Learning Center may no longer be needed for school purposes and therefore may be available for sale. An appraisal was performed in 2018. Copies can be made available upon request. A building walkthrough with interested firms is scheduled for Thursday, February 1, 2024 at 2:00 p.m. on site. The walkthrough is not required for responding to this request.

The initial master service agreement will be awarded to the selected agency with a one-year base term. District will not pay or owe any commission for any sale until the applicable transaction closes successfully. The District also reserves the right to elect not to sell any property.

2. DISTRICT OVERVIEW

The District encompasses approximately 257 miles in Franklin, St. Charles and Warren Counties. Additional information regarding the District may be obtained at www.washington.k12.mo.us.

3. PROPOSAL DUE DATE AND TIME

In order to be considered, 1 (one) sealed copy of the proposal must be received by the School District of Washington at the address stated below by personal delivery or by U.S. Mail by the following date and time: **February 8, 2024.**

School District of Washington
"Real Estate Broker Services"
Attn: John McColloch
220 Locust Street
Washington, MO 63090

4. DISTRICT TERMS

- Proposals will be date and time stamped upon receipt by the School District of Washington.
- The District reserves the right to waive minor technical defects in a bid, reject any and all bids, reject any part of a bid, advertise for new bids, or make the purchase on the open market if the product or service can be obtained at a better price.
- The District reserves the right to design the evaluation criteria to be used in selecting the best bid.
- The District reserves the right to provide the final contract for mutual consideration and agreement.
- Should any differences arise as to the meaning or intent of the specifications, the District's decision shall be final and conclusive.
- If the scope of the agreement changes substantially, the district will have the option to rebid the service unless otherwise provided in this procedure.
- The District reserves the right to reduce or increase the amount of services for the original request for bid/proposal/quote.
- Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any master service agreement or contract may violate these laws, ordinances, and policies. Any such portion of a master service agreement or contract that does violate these laws, ordinances, and policies will be considered null and void.

5. PAYMENT

The District is exempt from sales tax and use taxes. Taxes shall not be listed in a bid/proposal/quote or on invoices. A copy of the letter exempting the District from paying these taxes is available from the District upon request by the contractor/vendor.

A payment schedule shall be decided on with the chosen contractor/vendor. Said schedule shall be part of the contract between the contractor/vendor and District, subject to the terms of this RFP.

There shall be no hidden costs associated with this bid/proposal/quote. If the contractor/vendor foresees any additional or unexpected costs or charges to be made, these charges need to be explained in the bid/proposal/quote.

Purchasing and payments for amounts due and owing shall be in accordance with Board policy DN as outlined in administrative procedure DN-AP. This procedure can be found on the District website.

No payment at all shall be due or owing for any purchase or sale transaction unless and until the applicable transaction closes successfully. If the District elects not to sell or purchase any property, the District shall have no obligation to make any payment to the selected firm.

PART II: INSTRUCTION TO FIRMS

1. SELECTION PROCESS AND MINIMUM REQUIREMENTS

Each company must meet the following minimum qualifications (company may not use sub-contractors to fulfill any obligations within its contract):

- Firm shall conform to the requirements listed in this request.
- The selected firm shall have the responsibility to ensure that services are provided to the District.
- Firm must be licensed with the necessary legal entities such as the State of Missouri, the City of Washington, and the City of St. Louis to perform the above mentioned services.
- Firm must have experience for public agencies within the last 5 years similar in nature to the scope of services requested herein.
- Firms will be evaluated based on the following considerations: Commission Structure, Experience, and Qualifications.

2. REQUIRED PROPOSAL FORMAT AND CONTENT

One bound copy should be submitted on 8 1/2" by 11" paper, single sided, with consecutive page numbers.

The proposal should contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

Bid/Proposal/Quote Cover Sheet
Letter of Interest
Profile and Experience
Project Budget
Litigation History
References

a. Section 1: Bid/Proposal/Quote Cover Sheet

Fill out completely the Bid Cover Sheet which is the third page of this document. Place said cover sheet as the first page of the bid/proposal/quote that has been prepared for consideration.

b. Section 2: Letter of Interest

The proposal should be introduced with a letter of interest that includes a synopsis of the company's services and highlight the capacity to perform the work. The letter should be signed by the individual with contract signature authority for the company.

c. Section 3: Profile and Experience

Outline company history, scope of services offered, size of the firm, and location. The School District of Washington is interested in the experience of the firm and/or the proposed project leaders in the area of expertise requested. Please provide information regarding three (3) projects and include the following items in the narrative:

- project name and location;
- year completed;
- time it took to sell property
- owner representative's name, title, address, and phone number;
- project description; and
- name of project manager and members of the project team, if applicable.

Projects must have been completed within the last five (5) years.

Please provide a copy of the key personnel's Real Estate License in the State of Missouri.

The firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The Real Estate Firm covenants and agrees that the Real Estate Firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFP.

d. Section 4: Project Budget

Please provide the commission rate that the firm will require on the sale of District owned property.

e. **Section 5: Litigation History**

List all litigation in the last five years, filed against the firm or firm's employees. State the beginning and end date, each lawsuit, case, or proceeding and the judgment or resolution or anticipated judgment or resolution.

f. **Section 6: References**

Three project references must be provided, preferably commercial or large land parcel transactions where you have provided comparable services (overlaps acceptable). Please indicate if you have worked with other school districts in the area of property sale or acquisition. These projects must have been engaged during the last five years. These references must be for services provided by the proposing company, not by individuals within the company who may have worked on projects while at another company. Use the format below.

Reference Organization	Contact Name	Phone Number	Project Completion Date
1.			
2.			
3.			

3. SCOPE OF SERVICES

While the following list is not to be considered all-inclusive services, it does present a general scope of services:

- A) Recommend the listing price of the site based on marketability and similar sales in the area.
- B) Recommend a minimum sales price for the District to consider and projected timeline for sales at various listing prices.
- C) Develop a marketing plan for the sale of property.
- D) Advertise the property for sale.
- E) Present offers to the District with recommendation for acceptance or refusal.
- F) Provide the District with a status report listing:
 - 1) Date and listing of when the property was advertised.
 - 2) Listing of contacts made, either in response to specific inquiries or realtor initiated.
 - 3) Impression as to progress of marketing effort.
 - 4) Suggestions, if any, as to how to change or improve the marketing plan.

****Note:** The property owned by the District is considered surplus property, as referenced in *District Policy DN – Surplus School Property*:

“Real property may be sold or leased by listing the property with one (1) or more real estate brokers and paying a commission upon such sale or lease. The Board reserves the right to reject all bids.

Real property may be sold or leased to a city, state agency, municipal corporation, or other governmental subdivision of the state located within the boundaries of the District for public uses and purposes.

The District must give public notice of the sale or lease and the agreed-upon sum.

The notice must be published in a newspaper once a week for two (2) consecutive weeks, the last publication at least seven (7) days prior to the sale or lease of the property. The newspaper must be within the county in which all or a part of the District is located, which has a general circulation within the District.”

Although the District does plan to advertise the sale of this property, a potential seller/buyer has expressed interest and therefore the School District of Washington has to follow Policy DN in order to explore sell and purchase options. Under these conditions, reduced commission rates should be outlined in the proposal should a potential buyer be forwarded by the District Administration. Please be specific regarding your commission structures in your proposal.

4. FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this School District must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ **Fax Number:** _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

5. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

6. FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

1. SCOPE

The following terms and conditions shall govern the submission of proposals and subsequent contracts.

2. DEFINITIONS AS USED HEREIN

- a. The term "request for proposal" or RFP means a solicitation of a formal, sealed proposal.
- b. The term "firm" means the person or entity submitting a formal sealed proposal.
- c. The term "District" means School District of Washington.
- d. The term "School Board" means the governing body of the District.
- e. The term "contractor" means the firm awarded a contract under this proposal.

3. COMPLETING PROPOSAL

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the firm and required information must be provided. The contents of the proposal submitted by the successful firm will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION

Any requests for clarification of additional information deemed necessary by any firm to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective firms. Verbal responses and/or representations shall not be binding on the District.

5. CONFIDENTIALITY OF PROPOSAL INFORMATION

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the School District of Washington and will be part of public record.

6. SUBMISSION OF PROPOSAL

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of firms. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission

deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal submission deadline. Each firm may submit only one (1) response to this proposal.

7. NEGOTIATION

The District reserves the right to negotiate any and all elements of this proposal. The District will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached or until the District elects not to select any firm.

8. TERMINATION

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

a. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

b. TERMINATION FOR CAUSE

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. TAX EXEMPTION

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

10. SAFETY

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. RIGHTS RESERVED

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the District.

12. FIRM PROHIBITED

Firms are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

13. DISCLAIMER OF LIABILITY

The District, or any of its agencies, will not hold harmless or indemnify any firm for any liability whatsoever.

14. HOLD HARMLESS

The firm shall agree to protect, defend, indemnify, and hold the School Board, the School District of Washington, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

15. LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

16. ANTI-DISCRIMINATION CLAUSE

No firm of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

17. CONFLICT OF INTEREST

The successful firm shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of the District and no member of the School Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. The Firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

18. INSURANCE

The consultant shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Professional liability insurance protection must be carried by the consultant, for the duration of the contract, in the minimum amount of \$1,000,000.00 including errors and/or omissions.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence: \$ 1,000,000

Personal & Advertising Injury: \$ 1,000,000

Products/Completed Operations Aggregate: \$ 1,000,000

General Aggregate: \$ 1,000,000

Policy must include the following conditions:

Contractual Liability

Products/Completed Operations

Personal/Advertising Injury

Independent Contractors

Additional Insured: School District of Washington

c. AUTOMOBILE LIABILITY

Policy shall protect the consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section.

d. WORKERS' COMPENSATION

This insurance shall protect the consultant against all claims under applicable State Workers' Compensation Laws. The consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident: \$ 100,000 Each Accident

Bodily Injury by Disease: \$ 500,000 Policy Limit

Bodily Injury by Disease: \$ 100,000 Each Employee

Before entering into contract, the successful firm shall furnish to the District Business Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

19. COSTS

All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the firm.