



**ROCKWOOD SCHOOL DISTRICT**  
**REQUEST FOR PROPOSALS**

**RFP No.: RFPFIN0816BREAS**

**Title: RFP for Buyer's Real Estate Agent Services**

**Issue Date: August 15, 2016**

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting and planning services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 4:00 PM, CDT, on August 29, 2016. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Rockwood School District  
Purchasing Department  
111 East North Street  
Eureka, Missouri 63025

**All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

William Sloan  
Director of Purchasing  
Rockwood School District  
111 East North Street  
Eureka, Missouri 63025  
[sloanwilliam@rsdmo.org](mailto:sloanwilliam@rsdmo.org)  
636.733.2032

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow This directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.



Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

**IMPORTANT DATES**

ISSUE DATE..... August 15, 2016

REQUEST FOR CLARIFICATION AND/OR PRE-BID MEETING August 19, 2016

RETURN DATE and TIME ..... August 29, 2016 at 4:00 PM CT

INTERVIEWS .....September 2, 2016

BOARD DECISION.....September 15, 2016

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## I. RFP INSTRUCTIONS AND CONDITIONS

### 1. INTRODUCTION

The District is a nationally recognized, diverse community of learners. Currently the District serves over 22,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at [www.rsdm.org](http://www.rsdm.org).

The Rockwood School District invites you to submit a bid according to requirements contained herein for Real Estate Buyers Agent Services. 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.

### 2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit three (3) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFPPIN0816BREAS**. Proposals shall be delivered to:

Director of Purchasing  
Rockwood School District  
**RFPPIN0816BREAS**  
111 East North Street  
Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 4:00 PM CDT ON August 29, 2016. Proposals submitted after that time and date will be rejected and returned.**

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposers must include at least the following information, data and responses labeled accordingly in



their proposals (i.e. C1, D, E. etc.):

- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
  - (2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
  - (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
  - (4) A summary description of services being provided or a work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
  - (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
  - (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.
- D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to other Missouri K-12 school districts.
- E. Proposers must provide evidence or information as to their financial condition and stability.
- F. Proposers must provide a minimum of five (5) references from Missouri school districts with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.
- H. Proposers must have a minimum of five (5) years of experience in commercial Real Estate sales within the area of the Rockwood School District.



**3. PRE-PROPOSAL MEETING**

Potential bidders requiring clarification of proposal requirements shall contact the District's Director of Purchasing by 4:00 PM CT on August 19, 2016 to determine if a meeting is necessary or if an addendum to the RFP will suffice for clarification purposes. Meeting announcements will be posted via District's RFP website link.

**4. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

**5. RIGHT TO REJECT**

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

**6. PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

**7. COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

**8. OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.



**9. RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

**10. PRICE**

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. Fees will be provided per Exhibit A. No increase in costs will be permitted during the term of the contract.

**11. TERM**

Not to exceed pricing based upon an hourly rate at eight hours per day shall be provided for a term of two years which is anticipated to start October 1, 2016 through September 30, 2018. Adjustments will be allowed should start or end dates change.

**12. CONTRACT**

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received no later than September 15, 2016. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

**13. INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits if services are provided on District property unless mutually agreed otherwise and dependent on services provided:

- Comprehensive General Liability - \$ 1,000,000 per person per occurrence  
(including Contractual Liability)  
  
\$ 1,000,000 property damage per occurrence  
  
\$ 1,000,000 aggregate all claims per occurrence
- Workers' Compensation - As required by applicable law
- Employer's Liability - \$ 1,000,000 per occurrence
- Automotive Liability - \$ 1,000,000 per occurrence



- Professional Errors and Omissions - \$ 1,000,000 per occurrence

**14. TAXES**

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

**15. NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

**16. USE OF INFORMATION**

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

**17. CONFLICT OF INTEREST**

The successful Buyers Agent and or firm shall not have conflicts of interest as to revenues derived from the results of transactions made on behalf of the Rockwood School District. 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 Buyer’s Agent and or firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project. The Buyer’s Agent and or 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. The Buyer’s Agent and or firm covenants and agrees that 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.



## II. SCOPE OF SERVICES

### 1. TARGETED PROPERTIES

- The District currently leases two properties that are used as satellite parking lots for school buses. The properties and lot sizes leased are as follows:
  - Fenton Bus Lot with modular office trailer is located at 4555 Commerce Avenue, High Ridge, MO 63049. Property leased is ~ 1.2 Acres
  - Eureka Bus Lot with Office Space and Fueling capabilities is located at #25 Truitt Blvd. Parking area for buses is approximately one acre.
- **FENTON BUS LOT**

The District's first priority for the purchase of property is the Fenton area. The ideal property will be a minimum of 1.2 acres with an existing building. The building should consist of at least two separate offices, a large meeting area for all staff (~30 people), and two restrooms. The ideal property will be fenced and secured. A garage area large enough for a standard size school bus and a property fuel tank would be considered a bonus. Other types of property will be considered. The targeted purchase date will be prior to June 30, 2017.
- **EUREKA BUS LOT**

The District's next priority for the purchase of property is the Eureka area. The ideal property will be a minimum of 1.5 acres with an existing building. The building should consist of at least two separate offices, a large meeting area for all staff (~25 people), and two restrooms. The ideal property will be fenced and secured. A garage area large enough for a standard size school bus and a property fuel tank would be considered a bonus. Other types of property will be considered. Targeted purchase date will be dependent on availability or no later than June 30, 2018.

### 2. DISTRICT TERMS

- Proposals will be date and time stamped upon receipt by the Rockwood R-VI School District.
- The District reserves the right to waive minor technical defects in a proposal, reject any and all proposals, reject any part of a proposal, or request new proposals.
- The District reserves the right to design the evaluation criteria to be used in selecting the best proposal/s.
- The District reserves the right to provide the final contract/s 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 request new proposals.
- The District reserves the right to reduce or increase the amount of services from the original request proposal.
- Any proposal may be withdrawn prior to the scheduled time of the opening. Any proposal received after the time and date specified herein 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 polices will be considered null and void.
- It shall be the Buyers Agent’s responsibility to insure that their proposal has been received by the Rockwood R-VI School District prior to the opening date and time. The vendor should not assume that envelopes that have been mailed, sent by UPS or FedEx are in the correct hands for the bid opening.

### **3. SELECTION PROCESS AND MINIMUM REQUIREMENTS**

The following are the minimum qualifications for a Buyer’s Agent:

- Conform to the requirements listed in this request.
- Must be licensed with the necessary legal entities such as the State of Missouri, Jefferson County, and St. Louis County.
- The District prefers agents that have experience with public agencies and school districts within the last 5 years similar in nature to the scope of services requested herein.
- The District prefers agents with extensive knowledge and experience in the Eureka and Fenton/High Ridge real estate markets.
- The District may, at its option, select any number of Buyer Agents for interviews as necessary to make a well informed recommendation. The interviews will be scheduled to start at or around September 2<sup>nd</sup>.
- By submitting a RFP, the Buyer’s Agent specifically agrees that the decision of the Rockwood R-VI School District is final and binding and agrees to all contents of this RFP.
- All factors will be considered in evaluating each RFP, including, but not limited to; references in the school industry, prior experience or history with the Rockwood R-VI School District, the degree in which all specifications will meet or exceed the requirements and examining the proposal as to what best fits the needs of the District and all other reasonable criteria. The Rockwood R-VI School District always looks at local entities with current real estate sales experience in the targeted areas, however that is not the only criteria of which decisions are made.



**Exhibit A.  
Commission Schedule  
Required Document with Bid Response**

On Purchased/ Sold Property	Gross Sale Price	Commission Fee %	Maximum Fee - \$	
Improved Properties	Up to \$200,000			
	\$200,001 to \$400,000			
	\$400,001 to \$600,000			
	\$600,001 to \$800,000			
	\$800,001 to \$1,000,000			
	\$1,000,001 to \$2,000,000			
	\$2,000,001 to \$4,000,000			
Vacant Land	Up to \$400,000			
	\$400,001 to \$600,000			
	\$600,001 to \$800,000			
	\$800,001 to \$1,000,000			
	\$1,000,001 to \$2,000,000			
	\$2,000,001 to \$4,000,000			
Leased Properties	Gross Rental During Lease Term			
	Initial Lease Term	Up to \$100,000		
		\$100,001 to \$250,000		
		\$250,001 to \$450,000		
		\$450,001 to \$ 1,000,000		
Lease Renewal Term	Up to \$100,000			
	\$100,001 to \$250,000			
	\$250,001 to \$450,000			
	\$450,001 to \$ 1,000,000			

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_



### **III. CONTRACT TERMS AND CONDITIONS**

#### **1. INTRODUCTION TO THIS SECTION**

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services ASAP and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

#### **2. WARRANTY FOR SERVICES**

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

#### **3. REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

#### **4. INSURANCE**

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.



- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

**5. TERMINATION**

- A. The District may terminate this Agreement with or without cause at any time by giving 15 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

**6. INDEMNITY**

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

**7. GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.



**8. REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the District's Director of Purchasing or Chief Financial Officer and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**9. ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

**10. LICENSES AND PERMITS**

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services, if applicable.

**11. CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

**12. INDEPENDENT CONTRACTOR**

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other



fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

### **13. FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employ any unauthorized aliens under this agreement.