



**an equal opportunity
employer**

Ladies and Gentlemen:

The Board of Public Education
208 Bull Street, Savannah, Georgia, 31401 912-201-5600

The Savannah-Chatham County Public Schools take this opportunity to announce that we are requesting proposals for **Real Estate Broker Services (Annual Contract)**. All proposals should be delivered to the Savannah-Chatham County Public Schools Purchasing Department, 208 Bull Street, Room 213, Savannah, Georgia, 31401. Proposals will be accepted prior to **11:00:00 AM, January 8, 2013** at which time they will be publicly opened and a list of offerors registered. If you are unable to submit a bid response at this time, and wish to remain on our list of potential suppliers, complete and return the Certification and Local and/or Minority/Women Business Enterprise Development (LMWBE) Information document found in this packet marked "No Response". All proposals will be evaluated as described in the attached document. Time is of the essence and any proposal received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time stamp in the Purchasing Department. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated. **Late proposals received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list. Late proposals will not be considered.**

All bidders are encouraged to attend a pre-bid conference on Monday, 12/17/2012 at 03:00:00 PM in 208 Bull Street, Room 303, Savannah, Georgia 31401.

Enclosed is a proposal packet, which outlines the items being solicited and instructions which describe the submission of the proposal.

All proposals must be submitted in duplicate in the enclosed special envelope. If proposal materials require additional envelopes, then all mailing articles must be combined together with the special envelope on top. If you wish to receive a copy of the proposal register, enclose a self-addressed stamped envelope and a copy of the register will be returned to you.

Please include in the proposal package a copy of the current business license if the prospective vendor is located within the City of Savannah of the County of Chatham.

If you have any questions concerning this proposal, please submit them in writing to **Margaret Disher, CPPB** at the address above or fax them to 912-201-7648. Your interest and participation in submitting a proposal will be appreciated.

Sincerely,

Sabrina Scales
Purchasing Director

REQUEST FOR PROPOSAL #13-26

The Board of Public Education for the City of Savannah and the County of Chatham (hereinafter referred to as "the Board") is soliciting sealed proposals for **Real Estate Broker Services (Annual Contract)** as specified in this Request for Proposal (RFP). The successful bidder(s) (hereinafter referred to as "the offeror") shall meet the terms and conditions set forth in this document and all attachments.

I. Standard Terms and Conditions of Proposal

A. Definition

Competitive sealed proposals are being solicited in response to this RFP. The competitive sealed proposal process differs from competitive sealed bidding in two important ways:

1. It permits discussions with competing offerors and changes in their proposal including price; and
2. It allows comparative judgmental evaluations to be made on various criteria (in addition to cost) for award of the contract.

B. Pricing

No charge will be allowed for those federal, state or local sales and excise taxes where the Board is exempt by state and Federal law. A tax exemption certificate will be furnished by the Board to the successful offeror upon request.

The Board will factor any rebates offered for total dollar volume or quantities ordered over the performance period of this contract in the award of this proposal.

In the event the offeror wishes to provide additional services above and beyond the stated requirements of this proposal at "no cost" to the Board, these services should be identified and included in the proposal response.

C. Shipping, Delivery, Terms of Payment & Invoicing

All orders shall be shipped F.O.B. Destination to the designated site after receipt of the purchase order. Since the successful offeror(s) will be responsible for all freight expenses, the selection of carrier shall be determined by the offeror.

The successful offeror agrees to reference the following on all shipping documents and invoices:

- 1.) Purchase Order Number
- 2.) Serial Number (as applicable)
- 3.) Part Number/Description/Nomenclature
- 4.) Quantity Ordered
- 5.) Quantity Shipped
- 6.) Site Destination

Failure to ship order in its entirety will prevent payment of your invoices. **Per Board policy, backorders will not be accepted.** Accordingly, successful offeror(s) should not invoice until one shipment has been made for all items on order.

Offerors shall guarantee delivery of supplies and services in accordance with such delivery schedule as may be provided in the specifications.

The Board's Purchasing Director reserves the right to charge the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Board's Purchasing Director and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor.

All invoices should be mailed to:

Savannah-Chatham Co. Board of Public Education
Attn.: ACCOUNTS PAYABLE
208 Bull Street, Room 119
Savannah, GA 31401

Terms of payment will be 2% 10th Net 40 Days.

D. General Specifications/Scope of Work

Specifications/Scope of Work for **items/services** to be purchased are detailed in the attached Specifications Sheet "Attachment A" following Section III.

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event an offeror is proposing another manufacturer and/or model number other than stated in the specification, the offeror must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the offeror. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the Board staff and their decision shall be final.

Proposals on equipment must be on standard, new equipment of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc.

Any obvious error or omission in specifications shall not inure to the benefit of the offeror but shall put the offeror on notice to inquire of or identify the same from the Board.

E. Discontinuation of Equipment

In the event items requested are discontinued by the manufacturer, offeror shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Offeror shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

F Submittal of Objections

Objections from offerors to this Request for Proposal and/or these specifications should be brought to the attention of the Board, Director of Purchasing. The offeror should submit any objections in writing not less than (5) days prior to the opening of the proposal. The objections contemplated may pertain to form and/or substance of the RFP documents and specifications. Failure to object in accordance with this

procedure will constitute a waiver on the part of the offeror to protest this Request for Proposal.

G. RFP Interpretations/Addenda

If any questions should arise pertaining to the RFP documents, the offeror may mail or fax a written request for interpretation to:

Savannah-Chatham Board of Public Education
Attn.: Margaret Disher, CPPB
ESPLOST Lead Buyer
208 Bull Street, Room 213
Savannah, GA 31401
Fax No.: (912)201-7648

Any interpretation of documents shall be made by addendum to the RFP. Copy of such addenda will be mailed or faxed to each offeror receiving a set of documents. All requests for interpretation must be submitted on or before the close of business, **03:00:00 PM on December 18, 2012**. The Board shall not be responsible for any other explanation of questions submitted after this date. The Board shall mail, fax, or contact offeror for pickup of any addenda prior to the **close of business on December 19, 2012**.

Any addenda issued during the time of the RFP shall be covered in submitted proposals, and in closing the contract shall become a part thereof.

H. Failure to Respond

If a proposal is not to be submitted but the offeror wishes to remain on the Board's list of offerors, the offeror should complete and return the Certification LMWBE Information document found in this packet marked "No Response".

I. Receipt & Registration of Proposals

Proposals and modifications shall be time-stamped upon receipt. Proposals shall not be opened publicly but shall be opened in the presence of two or more Purchasing officials. Proposals and modifications shall be shown only to Board personnel having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

J. Errors in Proposals

Offerors or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the offeror's own risk. The offeror may withdraw a proposal prior to the proposal opening date and time by requesting to do so in writing.

K. Standards of Acceptance of Proposal for Contract Award

The Board reserves the right to reject any and all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a proposal of any offeror as being unresponsive when such offeror cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

L. Compliance With Laws

The offeror shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the offeror. Any such requirement specifically set forth in any contract document between the offeror and the Board shall be supplementary to this section and not in substitution thereof.

M. Indemnity Provisions

Where offeror is required to enter or go onto property to provide services or gather information, the offeror shall be liable for any injury (including death), damage or loss occasioned by negligence of the offeror, his agent, or any person the offeror has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising therefrom. Offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy DJE provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.

N. Cancellation/Default of Contract

In the event the successful offeror, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

O. Certification of Independent Price Determination

By submission of this proposal, the offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this Request for Proposal:

1. The pricing structure in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
2. The pricing structure which has been quoted in this proposal has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

P. Local and/or Minority/Women Business Enterprise (LMWBE)

It is Board policy to improve opportunities for Local and/or Minority/Women Business Enterprise (LMWBE) to participate competitively in proposals for materials and supplies, and professional services.

All bidders must read and complete all documents included in Attachment "C" with all pertinent Exhibits.

Q. "Responsive" Offeror Criteria

* Availability of Products/ Services

- * Warranties/Guarantees
- * Ability to Meet Equipment Specifications/Proposal Conditions
- * Documented Quality of Product and Manufacturer
- * Service and Support Capability

R. Qualification of Offeror

A responsible offeror is defined as one who meets, or by the date of the proposal acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposal. The Board has the right to require any or all offerors to submit documentation of the ability to perform, provide, or carry out the service requested.

S. Proposal Discussion with Individual Offerors

Discussion may be held with offerors submitting proposals acceptable or potentially acceptable. The purpose of the discussions are:

1. Promote understanding of the Board's requirements and the offeror's proposals; and
2. Facilitate arriving at a contract most advantageous to the Board taking into consideration price and other evaluation factors set forth in the RFP.

T. Compliance with Specification/Terms and Conditions

The Request for Proposal, Legal Advertisement, General Terms and Conditions, Proposal Submittal Instructions, Special Terms and Conditions, Specifications, Attachments, Vendor's Response, any addenda, and/or any other pertinent documents form a part of the offeror's proposal and by reference are made a part hereof.

U. Award of Contract

The contract, if awarded, will be awarded by means of a two- step process as described in Attachment "A" Specifications for **RFP 13-26 Real Estate Broker Services (Annual Contract)**.

Product quality, service issues and other factors stipulated above in Condition "O" must be met to the satisfaction of the Board for a proposal to be considered responsive. Moreover, the Board will award the contract to the next most qualified offeror if the selected offeror is unable to execute a contract and provide delivery within the time parameters specified in this RFP.

In the case of a tie of more than three offerors at the conclusion of the first step, the top three offerors will be determined by the following criteria:

1. Savannah-Chatham County LMWBE
2. Savannah-Chatham County Vendor
3. Metropolitan Statistical Area Vendor
4. Georgia Vendor

If proposals remained tied, then award will be made by means of a public coin flip performed by the buyer and witnessed by one other Board employee and all interested parties.

Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this Request for Proposal.

At its option, the Board may take either of the following actions in order to form an agreement between the Board and the selected offeror:

1. Accept a proposal by issuing a written "Notice of Award" to the selected offeror, which incorporates the proposal documents by reference and accepts all or selected portions of the offeror's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the Board and the selected offeror.
2. Enter into negotiations in an effort to reach a mutually satisfactory agreement entitled "Memorandum of Agreement for **Real Estate Broker Services (Annual Contract)**", which represents a contractual obligation and will be executed by both the Board and the selected offeror. This agreement will be based on proposal documents, the submitted proposal and the associated negotiations.

V. Vendor Performance

The successful offeror(s) will be evaluated by the Board over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future proposals.

W. Signed Proposal Considered Offer

The signed proposal shall be considered an offer on the part of the offeror, and shall be deemed accepted upon approval by the Board. In case of a default on the part of the offeror after such acceptance, the Board may take such action as it deems appropriate, including legal action for damages or lack of required performance.

X. Public Information

It is the policy of the Board that at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal. Failure to list all proprietary sections of the submitted proposal shall relieve the Board from any responsibility should such information be viewed by the public, a competitor, or be in any way accidentally released.

II. Proposal Submittal Instructions

All proposals must be prepared in the standard format described below in order to facilitate comparison and evaluation. Failure to follow the format or to address an area adequately may cause the proposal to be deemed unresponsive and therefore, be excluded from consideration. Any proposed deviation from the requested item must be noted and fully explained.

A. Completion of Certification Form & LMWBE Program Information Form

1. Complete the attached Certification Form. Include a contact person for this proposal with a phone number where that person may be reached. **Include this form as the first page of the submittal.**

The offeror is required to provide references, including phone number and contact person, of at least three firms for whom similar items or services have been supplied.

2. Complete the LMWBE Information Form with pertinent information for minority/women/majority designation.

3. Complete the "Where Did You Hear About This Proposal" section. This information is for statistical use

only.

4. Complete all pertinent documents within Attachment "C".

B. Completion of Proposal Submittal Form

For each item listed on the Proposal Submittal Form, complete with the requested information.

C. Proposal Preparation and Submittal

All proposals shall be:

* Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.

* Submitted in the provided manila envelope, which is plainly marked with the proposal number and title, and date and time of proposal opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.

* Submitted on proposal forms as included in this RFP and in accordance with instructions stated above.

* Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Proposal Opening date and time. Whether sent by mail or by means of personal delivery, the offeror assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the offeror.

* Proposals submitted by facsimile transmission will not be accepted.

* Considered an irrevocable offer for a period of sixty (60) days from the date of public proposal opening.

Offerors are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

Offerors shall provide **two (2) copy(s)** of submitted proposal proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

III. Special Terms and Conditions

The offeror agrees that the Board shall have the right to place purchase orders referencing **13-26** for quantities of listed items as the Board may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The Board will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the Board.

A. Pricing

The offerors shall provide a **unit price for each item** on this RFP which will remain valid throughout the stipulated performance period or until delivery is completed. Price shall include the items as specified. If so stated in the bid specifications, the Board may request an option to renew the contract at the bid prices for a specified time period.

OR

The bidder shall provide a **lump sum price totaling all items** on this RFP.

B. Samples/Demonstrations

The Board reserves the right to request samples after proposals are opened and before the award is made. Samples, when requested must be submitted in accordance with instructions. Samples must be furnished free of charge and if not destroyed during testing will, upon request be returned at the offeror's expense. A call tag must be furnished and all shipping costs shall be at the offeror's expense. Each individual sample must be labeled with the offeror's name and manufacturer's brand name and part/model number.

C. Warranty

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least **one (1) year** from the date of delivery. Any additional warranty offered by the offeror should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the Board.

**CERTIFICATION FORM
BOARD OF PUBLIC EDUCATION
FOR THE CITY OF SAVANNAH AND THE COUNTY OF CHATHAM**

RFP #13-26

The undersigned offeror certifies that he/she has carefully read the preceding list of instructions to offerors and all other data applicable hereto and made a part of this Request for Proposal; and further certifies that the proposal submitted is in accordance with all documents contained in this request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____, 20 _____. By _____
Name (printed)

Title Signature

Company

Address (Street, City, State, Zip)

Phone No. Fax No.

Federal Taxpayer I.D. No. e-Verify No.

Contact Person for This Bid Phone Number

REFERENCES OF AT LEAST THREE ORGANIZATIONS SUPPLIED WITH SIMILAR ITEMS:

1. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

2. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

3. Company Name: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

Acknowledge Receipt of Addendum(s) # _____ # _____ # _____



Local and/or Minority/Woman Business Enterprise Development Information

It is the desire of the District to maximize participation of local and disadvantaged business enterprises at all levels in the procurement process. In order to accurately document participation, businesses submitting bids, proposals or Statements of Qualifications are required to report ownership status.

OFFEROR: _____ RFP #

Please check ownership status as applicable:

____ Local ____ Woman

____ African American ____ Hispanic

____ Majority ____ Non-Local

Name, Title Authorized Signature Date

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF
_____, 201____

Expires: _____ Notary Public; My Commission

HOW DID YOU HEAR ABOUT THIS RFP?

(This information is for statistical use only.)

____ City of Savannah, Department of Economic Development ____ The Herald Legal Ad

____ Received Request for Qualifications by Mail ____ Savannah News Press Legal Ad

____ The Savannah Tribune Legal Ad ____ Visiting the Purchasing Office

____ Other

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Savannah-Chatham County Public School System has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 201_
in _____(city), and _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201_

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Savannah-Chatham County Public School System ("SCCPSS") has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE
SUBCONSULTANT/SUPPLIERS

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ and _____ on behalf of (Savannah-Chatham County Public School Systems ("SCCPSS")) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM COMPLETED BY THE SUB-SUBCONSULTANT/SUPPLIERS

DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract of subcontract, or in the performance of such contract or subcontract.
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. List any convictions or civil judgments under state or federal antitrust statutes.
3. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
4. List any prior suspensions or debarments by any government agency.
5. List any contracts not completed on time.
6. List any penalties imposed for time delays and/or quality of material and workmanship.
7. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
8. List any pending civil actions against company for nonperformance of contract.

I, _____,
Name of Individual Title & Authority

Of _____
Company Name

declare under oath that the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____ 20____ by representing him/herself to be of the company named herein.

PROPOSER SUBMITTAL FORM

RFP #13-26

Please Note: The fee proposal form and Attachment A supersede any information stated in the General Terms and conditions of this solicitation document.

CONE OF SILENCE REQUIREMENTS:

A "Cone of Silence" is imposed upon this RFP after advertising, and terminates at the time the Board awards a contract. The Cone of Silence prohibits any communication regarding this RFP between, among others which includes: Potential vendors, service providers, proposers, lobbyists or consultants, any member of the District's professional staff, or their respective staff and members, respective selection committee members, or any elected official. The Cone of Silence does not apply to oral communications at pre-proposal conferences, site visits (as applicable), oral presentations before selection committees, contract negotiations or communications in writing at any time unless specifically prohibited by this RFP document. In addition to any other penalties provided by law, violation of the Cone of Silence by any offeror shall render any RFP voidable by the District. Any person having personal knowledge of a violation of these provisions shall immediately report such violations to the District.

SOURCE SELECTION METHOD: The competitive sealed proposal procurement process described herein will be conducted in a Two (2) Step Process: Step 1 (Total Possible Points 65) - Submission of Technical Proposals, Pre-qualification of Service Providers, Evaluation of Technical Proposals, Establishment of "Short List" of finalist firms, and Interviews/Presentations (if requested by the selection committee), and Step 2. Submission of Sealed Fee Proposals and Best and Final Offers (Total Possible Points 35). All proposals submitted will be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a Technical Evaluation Review Committee. The District will not consider proposals from any firm or offeror who lacks accreditation or authorization to provide the services requested or who fails to meet the minimum qualification requirements.

FORMAT OF RESPONSES:

To be considered, proposers must submit a complete response to the RFP. *The format provided below is not negotiable.* To assure a uniform review process and obtain a maximum degree of comparability, each proposal shall include the following content and be presented in tabbed sections in the following order:

- A. Executive Summary/Cover Letter
- B. Business Profile
- C. Experience and Capability
- D. Project Understanding & Methodology
- E. Other relevant Facts/Information
- F. Schedules and Attachments
- G. Fee Proposal- One (1) original to be submitted with technical proposal, in the format requested on and on the form provided, sealed in a separate #10 envelope, and marked with RFP number and title. Fee Proposals not submitted in the format requested and on the form herein will be considered "non responsive". After initial review of all fee proposals, the District may request "Best and Final Offers".

*******EACH TECHNICAL PROPOSAL MUST BE SUBMITTED IN ONE (1) ORIGINAL, FIVE (5) COPIES, AND ONE (1) CD-Rom*****to:**

**Savannah-Chatham County Public School System
Attn: Sabrina L. Scales, CPPB, Interim Purchasing Director
208 Bull Street, Room 213
Savannah, GA 31401**

STEP 1- TECHNICAL PROPOSALS (Total Possible Points 65):

Executive Summary (SECTION A): The Executive Summary of the Proposal shall be limited to three (3) single spaced typewritten pages. The purpose of the Executive Summary is to provide a high level description of the offerer's ability to meet the requirements of the RFP.

Business Profile (SECTION B- Total Possible Points 15): Describe in this Section, the business organization, who will serve as major project participants, and their respective roles:

- A. Business Organization: Provide a brief description of the firm, its history, and a statement which describes the firm's experience in providing Real Estate Broker Services.
- B. State the full name, address, telephone number, fax number, and email address for the firm and/or subordinate firm that will perform or assist in performing the services described herein. State if the firm has operated under a different name within the past ten (10) years. If so, state the name that the firm previously operated under. Name the principal of the firm and if a copartnership, identify the names of all partners in the firm.
- C. Structure: Discuss the ownership and organizational structure of your company and its staff qualifications and customer services.
- D. Account Representation: Provide the name(s), title(s), address, phone number, fax number, and email address for each representative(s) who will be assigned to perform services under a resulting contract, and their role under a resulting contract. Include resume's/credentials for each representative and state how long they have been with your firm. Highlight key and relevant experience. Credentials may be subject to verification.
- E. Certifications/Accreditations: Identify any applicable certifications, accreditations, and/or professional organizational affiliations that your firm may have. State the capability of your firm to provide Real Estate Broker Services.
- F. Customer Service: Identify who will serve as the District's primary account representative and the name, address and phone number for whom all contract related correspondence will be forwarded.
- G. Service Center Location State the name, location, address, phone number, fax number, and email address (if known) of the Service Center that will be handling all Real Estate Broker Services.
- H. Organizational Changes: State what changes have occurred in the firm over the past six (6) months in regard to staff, organizational structure, capital, etc., and any reason for the changes. Also state any additional changes that the firm will implement over the next six (6) months.
- I. M/WBE Commitment: Describe your firm's commitment to M/WBE and local businesses.
- J. Agreement Terminations: Describe complete details of any contract that has not been renewed or has been terminated with your firm within the past five (5) years. State the reason(s) for the termination or non-renewal.
- K. Conflict of Interest Statement: Identify any professional or personal financial interests which could be a possible conflict of interest in representing the District. In addition, all firms shall further disclose any arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts, and that no

employee or elected official of the District has any personal or beneficial interest whatsoever in the services and/or property described herein.

Experience and Capability (SECTION C- Total Possible Points 25): In this section, describe the firm's experience in providing Real Estate Broker Services and its capability to meet the District's goals. State the number of years experience in providing Real Estate Broker Services to organizations or entities of similar size, scope and type. Discuss your firm's qualifications and indicate the number of years that the firm has been providing Real Estate Broker Services, Include:

- A. Experience: Describe your firm's specialized experience in providing Real Estate Broker Services to educational, government or municipal agencies (preferably within the State of Georgia) or to private companies with scope of service requirements that are similar to or the same as that requested by the District. Identify past performance on similar activities within the Savannah-Chatham County area. List five (5) projects of similar nature.
- B. Financial Capability: Provide documentation that will allow the District to determine that your firm has sufficient resources and the financial stability to perform the services requested. Approved documentation includes copies of the firm's Annual (audited) Financial Reports and/or irrevocable letters of credit. This information shall remain confidential and will not be made part of the public record.
- C. Client References: Provide a list of five (5) current or past clients that your firm has provided Real Estate Broker Services to within the past five (5) years. Include a brief description of the type of services provided to each, date(s) of services, how long reference has been a client of the firm, client name, and the name, address, phone number, fax number, and email address (if known) of the current agency representative. The District reserves the right to contact any reference provided. Also identify 1. The nature of each project; 2. the Date each project was listed and sold; and; 3. The total value of each property and the costs associated with each transaction.
- D. Litigation History: Provide details of any federal, state or local government regulatory investigations, findings, actions, or complaints that your firm and/or any organization affiliated with your firm has received within the past three (3) years. This includes any lawsuits filed current or former clients or customers within the past three (3) years. If the issue(s) has been resolved, state the corrective action taken.
- E. Current Service Commitments/Responsibilities: State what existing contractual agreements that your firm currently has and identify the responsibilities and time (%) that each proposed team member (i.e. account representative, agents, brokers, administrative staff, etc.) will need to dedicate to those agreements.

Project Understanding and Methodology (SECTION D-Total Possible Points 25): In this section, discuss (in summary form) the firm's understanding of the Scope of Services requested; any special techniques, procedures, software, or equipment that will be used or applied; expectations regarding the District's responsibilities and contributions; limitation in delivering the required services; etc. Describe how your firm will comply with specifications and the Scope of Service requirements; Include:

- A. Compliance with Specifications/Scope of Service Requirements: Describe how your firm will comply with the specifications and Scope of Service requirements emphasizing your firm's knowledge and experience in providing Real Estate Broker Services to educational, municipal or governmental agencies.
- B. Marketing Strategy and Methodology: Briefly explain the process and methods that will be used by your firm by your firm under a resulting contract, which will include but is not limited to the following: 1. The method used to identify target user groups; 2. A description of the marketing materials and actions, means of integration with existing

- District marketing activities/public relations; 3. The strategy to be used to present the site(s) to national and global marketplaces; and 4. The means used to focus the marketing process so that it achieves the District's development goal for the site(s).
- C. Deliverable Schedule: Provide a detailed delivery schedule for the proposed services based on a contract award and/or projected "Notice to Proceed" date of 7 February 2013.
 - D. Exceptions: If there are any exceptions to the specifications, please explain what they are and why they exist.
 - E. District Responsibilities: Describe in detail, what assistance will be required by District staff for your firm to comply with the Scope of Service requirements described herein.
 - F. Limitations to Services: Describe any limitations that your firm may have in providing the services requested herein.
 - G. Contract Conclusion Procedures: Describe what provisions will be made prior to the contract termination date, if the contract is not renewed or is terminated and describe how your firm will transfer data (as applicable) to the District.
 - H. Additional Services: Describe any additional services that will be provided to the Savannah-Chatham County Public School System, at no additional cost, upon the award of a contract.
 - I. "Best Practices": Describe your firm's service standards and guidelines and your interpretation of "Best Practices".
 - J. "Quality Assurance Program": Briefly describe how your firm will assure that all Real Estate Broker Services comply with Metropolitan Planning Commission (MPC), and all Local, State, and Federal Real Estate Property Sale requirements.

Other Relevant Facts/Information (SECTION E.):

In this section, provide the key reasons why you believe that your firm should be selected by the District to provide Real Estate Broker Services. Emphasize qualities and traits that make the firm unique, or gives it special advantages over other proposing firms. Attach any supplemental documentation that you believe is relevant.

Schedules and Attachments (SECTION F.):

In addition to the instructions set forth in Section II, Item A of the RFP document, a provision for the following forms, certifications and licenses is required. FAILURE TO ADDRESS ANY AREA ADEQUATELY MAY CAUSE THE PROPOSAL TO BE DEEMED UNRESPONSIVE AND THEREFORE, BE EXCLUDED FROM CONSIDERATION.

- A. References (Page 11) preferably of educational, municipal or similar facilities located within the State of Georgia.
- B. Disclosure of Responsibility Statement (Page 13).
- C. Certificate of Insurance (The District shall be listed as a Certificate Holder).
- D. Copy of 2012 Business License/Tax Certificate (i.e. where home office is located and/or State Business License for Company).
- E. Copy of current State of Georgia Broker License of the Broker that will be assigned to a resulting contract.
- F. Copy of proposed implementation plan/outline and estimated deliverable schedule (based on a "Notice to Proceed" date of 7 February 2013).
- G. W-9 Form

INTERVIEWS/FIRM PRESENTATIONS (IF CONDUCTED):

The Technical review panel may decide to conduct interviews with the finalist firms. If interviews are conducted, each of the finalist firms will be scheduled an interview/presentation. The interviews/presentations will last approximately one (1) hour. There will be no separate evaluation points awarded for firm interviews/presentations; However, technical evaluation points may be revised based on the information that is presented and/or clarified during the interviews/presentations. It will be the sole discretion of the technical review panel to decide if interviews/presentations are required.

STEP 2- FEE PROPOSAL (Total Possible Points 35):

The fee proposals from all finalist firms will be opened and evaluated. Finalist Firms will be requested to submit their "Best and Final" fee proposal. Proposers will state the basis for their fee on the fee proposal form provided herein. Please Note: All fees must be submitted in the format of and on the fee proposal form included herein. The District reserves the right to accept or reject any fee proposal for Real Estate Broker Services if it is deemed in it's best interest to do so.

Only one (1) copy of the fee proposal is required. All fee proposals will be submitted on the form provided by and in the format requested by the District, sealed in a #10 envelope, clearly marked with the RFP number and title, sub-titled "FEE PROPOSAL" and submitted with Technical Proposal (Step 1). *Fee proposals will only be considered from firms that comply with this process.* All fees submitted to perform the Scope of Service requirements stated herein will be "all inclusive" to provide the services requested herein. **NO FEES OR COSTS SHALL BE STATED IN THE TECHNICAL PROPOSAL PACKAGE.**

Broker Commission Rate: % of sale proceeds payable from closing cost.

Other:

In submitting this proposal, I agree to the following:

1. To hold my proposal and all fees valid for a period of ninety (90) days.
2. To enter into and execute a contract, if awarded on the basis of this proposal.
3. To accomplish the work in accordance with the contract documents and specifications
4. To complete the work by the time as listed in the specification section of this document.
5. I will deliver and complete the services outlined in the solicitation documents.

The undersigned, having read and examined the Documents and Attachment "A" specifications entitled RFP 13-26 Real Estate Broker Services (Annual Contract) for the Savannah-Chatham County Public School System, understands the requirements of this proposal and agrees to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. and further understands that the Savannah-Chatham County Public School System will not be responsible for any cost not specifically set forth in this proposal.

BY:
SIGNATURE/TITLE

DATE:

FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE NUMBER:

FAX NUMBER:

EMAIL:

FEDERAL TAX I.D. NUMBER:

**AVAILABLE TO COMMENCE SERVICES WITHIN DAYS OF RECEIPT OF CONTRACT AWARD
NOTIFICATION AND NOTICE TO PROCEED**

MINIMUM QUALIFICATIONS:

All firms submitting proposals must meet, at a minimum, the following qualification requirements. Failure to meet these qualifications will result in proposal being deemed as "non responsive".

- A. Proposer must be an organization existing for the primary purpose of providing Real Estate Broker Services.
- B. Proposer must have a minimum of five (5) continuous years prior experience in providing Real Estate Broker Services(preferably to educational, municipal, or public agencies located within the State of Georgia) with scope of service requirements that are similar to or the same as that requested by the District.
- C. Representative assigned to a resulting contract with the District must be licensed by the State of Georgia as a Real Estate Agent/Broker.
- D. Proposer must have a current Business License/Tax Certificate for the office that will be servicing the District.
- E. Proposer must be a member of the National Association of Realtors and participate in the area Multiple Listing Service (MLS).
- F. Proposer must have an office that is staffed with a minimum of one (1) full-time representative during the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.
- G. Proponent must demonstrate its ability to commence services within thirty (30) days of contract award and that it has sufficient technical and support staff to comply with the District's requirements upon the award of a resulting contract.
- H. Proposer must demonstrate its ability to sell Real Property in both urban and suburban areas.
- I. Proposer must demonstrate its ability to sell Commercial Real Property, consisting of both buildings and vacant land.
- J. Proposer must demonstrate its ability to meet all insurance requirements including an Errors and Omissions Policy with a minimum limit of \$500,000 per occurrence.
- K. Proponent must demonstrate its financial stability to perform the services requested which includes a provision requiring a copy of the firms most recent audited financial statement (to remain confidential).
- L. Proposer must provide with their Technical Proposal submittal the required schedules and attachments identified herein on page 16.

ACCEPTANCE AND EVALUATION OF PROPOSALS:

The Following factors will be considered by the Technical Evaluation Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

- Responsiveness to the RFP- Demonstrated understanding and ability to satisfy the District's
- Scope of Service requirements (Including marketing approach)- 15%

Firm's demonstrated experience in selling Real Property of similar nature in urban and suburban environments - 15%
Professional qualifications of individuals assigned to project- 20%
Firm credentials, certifications and affiliations- 15%
Proposed fees (Fee Proposal and "Best and Final Offer")- 35%

ACCEPTANCE PERIOD:

A ninety-day (90) period from the RFP closing date is generally allowed to review and evaluate responses. There is an expectation that all processes will be completed during this time frame. If the Board envisions that the process will not be completed by the end of the ninety-day (90) period, an extension will be requested. In the event that no extension is requested, the solicitation shall be deemed cancelled if the process is inactive.

BASIS FOR AWARD:

In order to be awarded a contract, the proposed Service Provider must be able to demonstrate its ability to perform the work outlined in these specifications, meet all qualification requirements, meet all insurance requirements, provide all documentation required within the proposal document, and provide the best combination of technical proposal and fee. It must be understood that the firm providing the lowest fee may not necessarily be awarded a contract. The District's Board reserves the right to award this contract as deemed to be in the best interest of the District. PLEASE NOTE: COPIES OF ALL TECHNICAL AND FEE PROPOSALS RECEIVED AND EVALUATION COMMITTEE SCORES WILL REMAIN CONFIDENTIAL AND WILL NOT BE PUBLICLY DISCLOSED UNTIL AFTER THE BOARD APPROVES THE AWARD OF A CONTRACT. THE EVALUATION COMMITTEE MEMBERS ARE NOT PERMITTED TO DISCUSS COMMITTEE PROCEEDINGS WITH ANY FIRM THAT SUBMITS A PROPOSAL.

CONTRACT REQUIREMENTS:

In the execution of this contract, the Successful Service Provider will be responsible for complying with the following work requirements in accordance with these specifications:

The Successful Service Provider will comply with all pertinent Federal, State and Local ordinances and regulations.

The Successful Service Provider will procure and maintain for the duration of the contract, the insurance coverage identified on Attachment "A" (Page 25). In addition, Successful Service Provider will be required to include an Errors and Omissions Policy with a minimum limit of \$500,000 per occurrence.

SOLICITATION SCHEDULE (TENTATIVE ONLY):

Issuance & Advertisement of RFP: December 9, 2012
Pre-Proposal Conference (Non-Mandatory): December 17, 2012
Deadline for all Requests for Interpretation: December 18, 2012
Final Addendum Issued: December 19, 2012
Proposal Receipt Deadline: January 8, 2013
Evaluation of Proposals January 10, 2013
Requests for Clarifications (if required) January 11, 2013
Firm Clarification Submittals January 14, 2013
Establishment of Finalist Firms January 15, 2013
Request BAFO January 16, 2013
Finalize Scores/Issue Intent Letters January 18, 2013
Contract Award Presented to Board February 6, 2013
Issue Notice to Proceed (if approved) February 7, 2013

SERVICE ENHANCEMENTS/VENDOR VALUE ADDED SERVICES:

Offers may propose, based on the information presented in this RFP and their company's knowledge of the public educational system sector, any enhancements, technology, service or otherwise, that will be provided to the District (at no additional cost) which may improve District operations. Any service/product enhancements or vendor value added services proposed by Offeror shall be submitted with fee proposal in a separate sealed #10 envelope, with the title "Service Enhancements/Value Added Services" clearly marked on the outside. Service Enhancements/Vendor Value Added Service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award.

A SCHEDULE OF ANY SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS OFFERED (AT NO ADDITIONAL COST TO THE DISTRICT) MAY BE SUBMITTED WITH FEE PROPOSAL IN A SEPARATE SEALED #10 ENVELOPE WITH COMPANY NAME AND THE HEADING "SERVICE ENHANCEMENTS/VALUE ADDED SERVICE PROVISIONS" CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE. "Service Enhancements/Value Added" service provisions are not a requirement of this RFP and will not be considered as evaluation criteria or used as a basis for contract award

TRANSITION PERIOD:

Due to the nature of the procurement process, often there are times when a transition period is required during the evaluation period, final contract negotiations, and/or contract award and execution. The successful Service Provider will agree to maintain the same terms, conditions and prices of the original contractual agreement for a period not to exceed ninety (90) days, if necessary, for a transition period. In addition, if the incumbent Service Provider is not the successful offerer, he or she will agree to provide the same level of services for a period not to exceed ninety (90) days, to allow for an orderly transition.

CANCELLATION/DEFAULT OF CONTRACT:

In the event the successful Service Provider, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the District shall have the right to terminate its contract by specifying the date of termination in a written notice to the Service Provider. The cancellation shall become effective on the date as specified in the notice of cancellation sent to the Service Provider. The District also reserves the right to procure the articles or services from other sources and hold the defaulting Service Provider responsible for any excess cost incurred.

TERMINATION FOR CAUSE/DEFAULT:

In case of failure to deliver the material or services in accordance with the contract terms and conditions, the District, after due oral and written notice, may procure them from other sources and hold the Service Provider responsible for any resulting additional purchase and administrative costs. The remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Service Provider violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Service Provider shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Service Provider. The Board may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to the District from the Service Provider is determined.

TERMINATION FOR CONVENIENCE:

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any such termination shall be effected by delivery to the Service Provider, at least ten (10) working days prior to the termination date, the Notice of Termination specifying to the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Service Provider will cease all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Service Providers obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. All equitable adjustment in the contract price shall be made for complete service, but no amount shall be allowed for anticipated profit on unperformed services.

TERMINATION FOR LACK OF FUNDING:

Not with standing any other provision of the agreement resulting from this solicitation, the parties thereto agrees that the charges there under that will be payable to the Successful Service Provider by the Savannah-Chatham County Public School System (SCCPSS) is solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of SCCPSS to no longer exist or to be insufficient with respect to the charges payable there under, the agreement shall terminate without further obligation of SCCPSS at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of SCCPSS shall certify to the Service Provider the occurrence thereof.

ATTACHMENT "A"

SPECIFICATIONS

RFP #13-26

Real Estate Broker Services (Annual Contract)

All bid postings on this web site are not intended to be official. This information is provided as a public service. Any information presented here is subject to revisions at any time and is reproduced from official documents of the Purchasing Department. In case of errors and/or omissions you are advised to contact the Purchasing Department for the current status of any bid posting. All bids and RFP's submitted to the Purchasing Department must be clearly marked with the Bid/Proposal name and number on the outside of the document.

1.0 GENERAL DESCRIPTION:

The Savannah-Chatham County Public School System herein after referred to as the "DISTRICT" is seeking proposals from qualified Real Estate Broker firms herein after referred to as "PROPOSER" or "SERVICE PROVIDER", interested in providing Real Estate Broker Services to the District on an "as needed" basis for the duration of the resulting contract. It is the District's intention to award a contract to one (1) qualified Service Provider.

2.0 PERFORMANCE PERIOD:

The RFP will establish an annual contract that will be in effect for a period of one (1) year, with renewal options for two (2) additional one (1) year terms. Each contract renewal will be contingent upon the Service Provider's performance during the contract period. The District will review the Service Provider's performance every six (6) months. All prices, terms and conditions of the original contract will remain firm for the contract duration and no commission and/or fee price increases will be honored. Proposer will state the date that they will be available to commence services (upon the receipt of a purchase order or a Notice to Proceed) in their fee proposal submittal. It is the District' intention that the successful Service Provider will commence services on 7 February 2013.

3.0 BACKGROUND AND OBJECTIVES:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Service Providers interested in providing Real Estate Broker Services on an "As needed", as required basis, for selected District owned properties that are available for sale. The Broker must be a member of the National Association of Realtors and must participate in the Multiple Listing Services (MLS). The Successful Service Provider will list and market District properties as the listing Broker for the District through the area Multiple Listing Services (MLS) and will provide all normal and customary Broker Services which at a minimum will include the Scope of Service requirements identified herein. It is the intent of the District to retain the services of the successful Service Provider for this property and for "as needed" Real Estate Broker Services required for the sale of District real properties during the term of the contract.

4.0 SCOPE OF SERVICES- REAL ESTATE BROKER SERVICES:

- 4.1 Successful Service Provider will provide General Real Estate consulting services.
- 4.2 Successful Service Provider will develop strategies for the sale of District properties.

- 4.3 Successful Service Provider will provide market analysis and pricing guidance for District Properties.
- 4.4 Successful Service Provider will accurately list District Properties to include listing in the MLS.
- 4.5 Successful Service Provider will provide technical assistance in the presentation of District property for sale.
- 4.6 Successful Service Provider will show all District Properties for sale.
- 4.7 Successful Service Provider will negotiate with buyers on behalf of the District.
- 4.8 Successful Service Provider will coordinate all real estate closing transactions.
- 4.9 Successful Service Provider will conduct all title work.
- 4.10 Successful Service Provider will prepare all contract and closing documents.
- 4.11 Successful Service Provider will handle all other customary activities and services associated with real estate transactions.
- 4.12 Successful Service Provider will consult with the District Superintendent or his designee, staff and the District Board and may be required to provide presentations at executive sessions and public meetings.
- 4.13 The District will coordinate all Real Estate Broker Services through the Chief of Staff.
- 4.14 Successful Service Provider will appoint a dedicated company representative that will be responsible for servicing the District's contract for the contract duration.
- 4.15 All sites will be listed as currently zoned unless a request for variance is requested through the City of Savannah and the Metropolitan Planning Commission.
- 4.16 The District will compensate the Successful Service Provider for all usual and customary reimbursable expenses for copies of plats, reports and plans related to District property sales.
- 4.17 The District's Project Manager may direct the Successful Service Provider to complete necessary professional services related to real property sales and purchases, including but not limited to appraisals, engineering reports, surveys and wetland delineations as part of sales and purchases at the District's option and by written authorization. The Successful Service Provider will secure these services on behalf of the District only on specific projects. In such instances, the District will reimburse the Successful Service Provider "for the actual cost" of such services requested by the District and supported by invoice **without any overhead or additional cost** by the Successful Service Provider for these services.

5.0 CONFLICT OF INTEREST:

The Proposer warrants that it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of a contract resulting from this proposal. For violation or breach of this warranty, the District shall have the right to annul a resulting contract without liability, or, at its discretion, to deduct price for consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. Each signatory avers that to his/her knowledge, that no Savannah-Chatham County Public School System Employee or Elected Official has any personnel or beneficial interest whatsoever in the services or the properties described herein.

6.0 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decisions, approval, disapproval, recommendations, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a sub vendor

under a contract to the prime vendor or higher tier sub vendor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanction.

7.0 CONFIDENTIALITY:

Unless required by law, the Successful Service Provider will not reveal information related to representation of the District unless the District consents in writing after consultation, except for disclosures that are implied authorized in order to carry out the tasks described. This provision will survive termination or expiration of this agreement. Neither the Successful Service Provider, nor any of its employees, may use information acquired in performance of this agreement to the disadvantage of the District, without the express prior written consent of the District's Chief Financial Officer. This provision will survive termination or expiration of this agreement.

ATTACHMENT "B"

INSURANCE REQUIREMENTS

Before performing any work on the awarded contract, the successful bidder shall procure and maintain, during the life of said contract, insurance coverage as listed below. The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A:8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

1. Worker's Compensation Insurance. Statutory in accordance with OGGA 34-9.
2. Commercial General Liability. Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
3. Automobile liability. Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. (Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000). Each bidder shall submit a certificate of insurance and liability/collision coverage for drivers who will transport vehicles to and from Board property. The successful bidder shall be required to list the Board as additionally insured.
4. Umbrella Liability. With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
5. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded bidder's insurance policy for the duration of this contract.

ATTACHMENT C

LMWBE BUSINESS PARTICIPATION PROGRAM

It is the policy of the Board of Public Education (“owner”) that minority and women business enterprises shall have the maximum opportunity to participate in school board projects. The bidder who may receive contract award shall take all necessary and reasonable steps in accordance with this solicitation to insure that LMWBE’s have that maximum opportunity to participate in the resulting contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award or performance of any subcontracts or purchase orders resulting from or relating to this solicitation. Moreover, the bidder shall take affirmative action and otherwise make good faith efforts as described in the section below entitled “Good Faith Efforts” to select contractors, vendors, and suppliers from certified LMWBEs.

The following completed documents are to be submitted with all bids:

1. Proposed schedule of LMWBE (Exhibit #1)
2. Documentation of Good Faith Efforts (Exhibit #2)

The following completed documents are to be submitted with all bids if applicable:

1. Joint Venture disclosure requirement form (Exhibit #3)

The successful bidder will be required to submit in duplicate and one copy submitted with contractor’s request for monthly and final payments and the second copy directly to the cooperative minority and women business development program.

1. LMWBE monthly payment form (Exhibit #4)

DEFINITIONS OF LMWBE

A Minority Business Enterprise is an independent, continuing venture that is at least 51% owned by a minority person or persons that meets the criteria for a Disadvantaged Business. A Disadvantaged Business is a small business which is owned, controlled and managed on a daily basis by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantage. This includes:

1. African - American - A person having origins in any of the Black racial groups of Africa;
2. Hispanic - American - A person of Spanish culture with origins in Mexico, South America, Central America or the Caribbean, regardless of race;
3. Local - A local business enterprise is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within the geographical boundaries of the Savannah Georgia Metropolitan Statistical Area (MSA) prior to the closing date on the solicitation (a post office box address will not satisfy this requirement); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.
4. Women Business Enterprise - WBE - A Women Business Enterprise is an independent, continuing venture that is at least 51% owned by one or more women. To qualify as an LMWBE, the owner must be a citizen or lawful permanent resident of the United States, be involved in daily business operations, and provide a commercially useful function. The ownership interest must be real and continuous and not created solely to meet the local/minority/women business or local/minority/women contractor good faith efforts.

The School District's Program Management Firm is available to identify and facilitate qualified Local and/or Minority and/or Women Owned Businesses through its community outreach division. The contact person for this assistance is Sylvester Formey, Phone 912-236-1766 and email sylvesterf@vangdist.com.

For more information regarding how to best provide opportunities for business growth and development for local and disadvantaged business enterprises, please contact:

Gail Delaney
Savannah Entrepreneurial Center
801 E. Gwinnett Street
Savannah, GA 31401
(912) 652-3582 (Phone)
email: gdelaney@savannahga.gov

The Savannah Entrepreneurial Center of the City of Savannah is merely a reference resource, and has and shall have no authority in the evaluation of Offerors or Statements of Qualifications, or in the disposition of grievances or protests pertaining to this RFQ.

ATTACHMENT C - Exhibit #1

PROPOSED SCHEDULE OF LMWBE PARTICIPATION

NAME OF BIDDER/PROPOSER: _____ BID NO.: _____

PROJECT TITLE: _____ TOTAL BID AMOUNT: \$ _____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUB-CONTRACTED	SUBCONTRACT VALUE
			\$
			\$
			\$
			\$
			\$
			\$

AFRICAN-AMERICAN PARTICIPATION TOTAL VALUE: _____ % \$ _____

WOMEN PARTICIPATION TOTAL VALUE: _____ % \$ _____

OTHER MINORITY PARTICIPATION TOTAL VALUE: _____ % \$ _____

The undersigned will enter into a formal Agreement with the LMWBE Sub-contractors/Proposers identified herein for work listed in this schedule conditioned upon execution of a contract with the Savannah-Chatham County School Board.

Signature: _____

Title: _____

Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: _____

Signature: _____

Title: _____

Note: The School District's Program Management Firm is available to identify qualified LMWBE's. Please contact the Office at (912) 236-1766.

ATTACHMENT C - EXHIBIT #2

GOOD FAITH EFFORTS REQUIREMENTS

Vendors are required to submit with bidding documents evidence of good faith efforts utilized to ensure that minority and women enterprises are provided with the maximum opportunity of compete on this contract. Such good faith efforts of a bidder will include, but not limited to, the following:

Attendance at pre-bid meetings, if any scheduled to inform LMWBE's of subcontracting opportunities.	Yes or No If no, please explain:
Advertisements in general circulation media, trade association publications, and minority and women business enterprise media to provide notice of subcontracting opportunities.	Yes or No
Communicating with the School District's Program Management Firm to identify available qualified LMWBEs.	Yes or No If no, which agencies were used to identify potential LMWBE Subcontractors?
Efforts made to select portions of work for subcontracting in areas with established availability of LMWBE subcontractors.	Yes or No
Providing a minimum of five (5) days written notice to known qualified LMWBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited.	Yes or No
Efforts to negotiate with qualified LMWBEs for specific sub-bids, including reasons for rejections of any sub-bid offered.	Please explain efforts:

JOINT-VENTURE DISCLOSURE STATEMENT

If the prime bidder is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LMWBE joint venture firm.

Joint venture firms	Level of work	Financial participation

ATTACHMENT C - Exhibit #4

LMWBE MONTHLY REPORT

NAME OF CONTRACTOR/CONSULTANT: _____

BID NO: _____

PROJECT TITLE: _____

DATE: _____

PROJECT LOCATION: _____

CONTRACT AMOUNT: \$_____

NAME OF LMWBE PARTICIPANT	ADDRESS	TYPE OF WORK SUBCONTRACTED	MONTHLY PAYMENTS
			\$
			\$
			\$
			\$

PERCENTAGE OF TOTAL CONTRACT: _____%

PERCENTAGE OF OVERALL CONTRACT COMPLETION: _____%

The undersigned hereby affirms and declares that the above listed firms were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Date: Signature: _____ Title: _____

Notes:

1. Contractor/proposer shall attach to this report a typewritten explanation of any differences in LMWBE participation between this report and LMWBE Form 1, including an accounting for any changes in LMWBE firms employed.

2. THIS REPORT MUST BE COMPLETED IN DUPLICATE AND ONE COPY SUBMITTED WITH CONTRACTOR'S REQUEST FOR MONTHLY AND FINAL PAYMENTS AND THE SECOND COPY DIRECTLY TO THE DISTRICT'S PROGRAM MANAGEMENT FIRM

LMWBE FORM 4 BID #13-26