

Request for Proposals

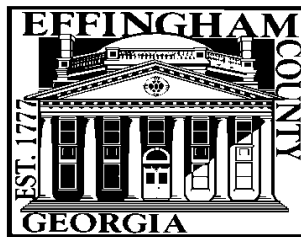
No. 19-009

**To provide
Commercial & Residential Real Estate Agent /
Broker Services**

for

**Effingham County Board of Commissioners
Springfield, Georgia**

JUNE 2019



**All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Purchasing Office
601 North Laurel Street
Springfield, GA 31329**

June 19, 2019

**RE: RFP No. 19-009
Request for Proposal for Commercial & Residential & Residential Real Estate Agent / Broker
Services**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREEET, SPRINGFIELD, GEORGIA**, up to **11.00am EST on Tuesday July 23, 2019.**

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

Any questions pertaining to this RFP **must** be made in writing and must be received at the office of the Purchasing Agent no later than **10.00am EST on Monday July 8, 2019.** No response will be given to any questions received after **10.00am EST on Monday July 8, 2019.** Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm EST on Tuesday July 16, 2019.**

***The only official answer or position of Effingham County will
be the one stated in writing.***

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name : _____

Please indicate you have completed the following documentation; and then submit as **REQUIRED.**

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
		PAYMENT BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
X		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONTRACTORS
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

- C. Please check the County's website www.inghamcounty.org prior to submission for any addendum to the RFP

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE
OPENED OR CONSIDERED.**

1.3 HOW TO SUBMIT AN OBJECTION:

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

1.7 COMPLIANCE WITH LAWS:

The Vendor 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 statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 PRISON RAPE ELMINATION ACT (PREA):

On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, contractor certifies that he/she will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The contractor also certifies that he/she will comply with all Effingham County policies and procedures that relate to PREA. Contractor certifies that he/she will be responsible for the completion of Attachment G by any and all sub-contractors he/she employs to complete the project.

1.12 PROTECTION OF RESIDENT WORKERS:

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and

nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.13 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Wednesday June 19, 2019
Deadline for submission of written questions	Tuesday July 8, 2019, before 10.00am EST
Addendum issued to answer questions (if any) and posted online at www.effinghamcounty.org	Tuesday July 16, 2019 before 5.00pm EST
Deadline for submission of Proposals	Tuesday July 23, 2019 at 11.00am EST
Bid and Contract to Board of Commissioners (TENTATIVE)	Tuesday August 6, 2019

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

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

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any

firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

- A. The prices in this proposal have 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 Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

If the bid from the most responsible and responsive bidder exceeds funds budgeted for the contract, the county may negotiate with such apparent responsible and responsive bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements. Effingham County reserves the right to reject any of all bids, and to waive formalities.

2.11 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

2.12 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

2.13 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and

defense expenses.

2.14 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

- A. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.
Minimum Limits: \$1,000,000 per claim/occurrence.
Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.
- B. **Builder’s Risk:** (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.
Minimum Limits: All-risk coverage equal 100% of contract value.
Coverage requirements: Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

2.15 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.16 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.18 PAYMENT TO CONTRACTORS:

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for

products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.19 VENDOR DEFAULT:

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

2.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:

It is the responsibility of the prospective Proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening.

2.21 MERGERS:

If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

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RFP No. 19-009 – Commercial & Residential Real Estate Agent / Broker Services

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are 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 Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY: _____

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES

Effingham County is seeking proposals from qualified State of Georgia licensed realtors with proven experience in Commercial & Residential realty.

3.2 ACCEPTANCE OF PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

3.3 PRICING PROPOSAL:

Provide a completed pricing proposal – ATTACHMENT A. State your commission rate for listing and selling of properties. State any other costs Effingham County should anticipate relating to the real estate services to be provided

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am EST on Tuesday July 23, 2019**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to an evaluation review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices (if any), vendor policies and procedures and vendor maintenance and quality assurance programs. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Cover Letter / Letter of Interest

An original cover letter signed by an officer authorized to contractually bind the firm. The letter should include the identification of the firm, including the name, address, telephone number, and

details of the entity's business structure (i.e. corporation, partnership, LLC); proposed working relationship among the firm and any subcontractor(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period, and a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. The letter will consist of the firm's introduction of the proposal and understanding of the project and significant steps, methods and procedures to be employed by the firm.

B. Proposed schedule

Prepare a detailed schedule for the scope of services.

C. Experience and Capability

I. Firm

Describe the firm's qualifications specific to the requirements of this RFP.

II. Qualifying Experience – Professionals

Provide the name and title of the Managing Principal representative for the coordination and execution of the work, other key real estate professional(s), and any other professional that will be assigned to this contract, including resumes (not exceeding 3 pages) of education, experience and qualifications related to experience, copies of licenses, contact information and their area of responsibility in servicing the contract.

III. Transactions: For Brokerage Services

Provide a list of all Commercial & Residential sales transactions that occurred any time during the last five (5) years wherein the firm, the Managing Principal or any other real estate professional(s) on the proposed team were involved as the seller representative. Identify the client as either a governmental entity or a corporate client. The Management Principal or real estate professional(s) on the proposed team are not restricted to experience and performance with a specific firm.

IV. Business References

Provide a minimum of three (3) business references from clients within the last five (5) years.

V. Litigation

Provide a list of any litigation as it relates to real property transaction issues within the past five (5) years in which firm Managing Principal and/or real estate professional(s) were named a party.

Please note that responses to the RFP are sought only from experienced Commercial & Residential brokers who can demonstrate their ability to perform and who have personnel with proven track record of success in providing Commercial & Residential real estate brokerage services. As such, proposals must demonstrate that the broker meets the preferred qualifications to be eligible for consideration. The firm, organization or company must be a licensed real estate broker in the State of Georgia.

The lead broker and other key real estate professional(s) assigned to the contract must be licensed real estate brokers in the State of Georgia.

The lead broker assigned to the contract and responsible for coordination and execution of the work must have a minimum of ten (10) years' experience and a proven track record of providing Commercial & Residential real estate brokerage transactional services involving Commercial & Residential properties for governmental and/or corporate clients.

Other than the lead broker each real estate professional assigned to this contract must have a minimum of three (3) years' experience in their respective area(s) of expertise. All other assigned professionals must have a minimum of three (3) years' experience in their respective area(s) of expertise.

D. Standard Compensation Schedule

Broker shall provide their standard Compensation Schedule (to include a schedule of reimbursable expenses) which will be used as an initial means of comparison. State any other costs the County may anticipate relating to the services provided

E. Appendices

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and three (3) copies bound to:

Effingham County Purchasing Department
Fiona Charleton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.8 COST TO PREPARE RESPONSES:

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

SPECIAL CONDITIONS

4.1 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure (ATTACHMENT D).

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.2 CONTRACT:

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services

according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service.

4.4 CHANGES:

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.5 TERMINATION OF CONTRACT:

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving the Proposer written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The Proposer shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a Proposer shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Proposer at issue, terminate the agreement with said Proposer for such default. If this agreement is so terminated, the Proposer shall be paid only for work satisfactorily completed.

**SECTION V
SCOPE AND CLASSIFICATION**

5.1 SCOPE OF SERVICES:

The selected broker will provide Effingham County with Commercial & Residential real estate brokerage services consistent with established state and local law guidelines. The properties to be sold are owned by Effingham County Board of Commissioners.

A professional services agreement, if awarded, will include a scope of work and an approved listing commission fee schedule negotiated between the county and the successful realtor.

5.2 STANDARDS:

In addition to compliance with all local, state and federal laws, the real estate agent/broker will

Represent the county and comply with the requirements of GA Code section 36-9-3, including, but not limited to –

Issuing a call or request for sealed bids from the public and causing notice to be published once in the official legal organ of the county not less than 15 days nor more than 60 days preceding the day of the auction or, if the sale is by sealed bids, preceding the last day for the receipt of proposals.

The legal notice shall include a legal description of the real property to be sold. The notice shall also contain a request for proposals and shall state the conditions of the proposed sale, the address at which bid blanks and other written materials connected with the proposed sale may be obtained, and the date, time, and place for the opening of bids;

Actively market the disposition of the real property; Comply with all federal, state, and local laws;

Create a website which posts: the request for sealed bids; questions submitted by interested parties; responses to submitted questions as prepared by the county; dates the real property will be made available for public inspection; public information regarding the property; and other related communication and marketing information;

Immediately forward the sealed bids to the governing authority of the county, which shall open such bids at the specified date, time, and place;

Only serve in the capacity of a broker engaged by a seller as provided for in Code Section 10-6A-5. A real estate broker representing a county shall be prohibited from working with or aiding a prospective buyer in connection with the disposition of real property for which the real estate broker was contracted; and

Agree to accept the agreed upon sales commission based on the highest responsive bid received as so adjudicated by the governing authority of the county, in its sole discretion.

In the event the county decides to reject all bids and not award the sale to any of the bidders, the broker shall agree to accept the minimum payment in lieu of the commission as so agreed upon by the parties in an engagement contract.

INTENTIONALLY LEFT BLANK

**ATTACHMENT A
FEE PROPOSAL**

	<u>PERCENTAGE</u>
Commission Rate for listing & Selling Properties	%
<u>ADDITIONAL COSTS – LIST BELOW</u>	<u>COST</u>
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) _____
(Signature of Authorized Representative of the Company)

Name Printed: _____ Title: _____ Date: _____

ATTACHMENT B

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;
and;
2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 19-009 – Commercial & Residential Real Estate Agent / Broker Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____ 20___

Notary Public

My Commission Expires: - _____, 20 ___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____, _____,
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham County Procurement titled **RFP No. 19-009 – Commercial & Residential Real Estate Agent / Broker Services** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from.
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women.
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____ 20___

Notary Public

My Commission Expires: - _____, 20 ___

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

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 or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or 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 affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.
9. List any potential conflicts of interest your firm may have in performing the requested services.
10. List any potential conflicts of interest that any members of your firm may have in performing the requested services.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

I hereby certify that I am the _____ and duly authorized representative of _____ (Contractor) whose address is _____ and

I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- III. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

- (c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

I, _____, as _____
Printed Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of : _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20__

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

If contractor has no employees and has no intent to hire employees, instead of this affidavit, contractor must provide their driver's license

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

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 that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Subcontractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20 ____

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

If subcontractor has no employees and has no intent to hire employees, instead of this affidavit, subcontractor must provide their driver's license

ATTACHMENT G

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large _____ Too Small _____
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP No. 19-009 – Commercial & Residential Real Estate Agent / Broker Services

Signature: _____

Telephone Number: _____

Firm Name: _____

ATTACHMENT H

Legal Notice

RFP No. 19-009 – Commercial & Residential Real Estate Agent / Broker Services

Effingham County, Georgia is seeking proposals from firms interested in providing Commercial & Residential Real Estate Agent / Broker Services for Effingham County Board of Commissioners.

Sealed proposals are due by **11.00am EST on Tuesday July 23, 2019.** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext 4572 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".