



# Platte County

TRADITION. PRIDE. VISION.

## REQUEST FOR PROPOSAL REALTOR SERVICES

### NOTICE

The Platte County R-3 School District (District) will accept proposals for realtor services as described in the attached request. Qualified organizations or individuals (Respondent) are invited to submit four copies of a formal proposal as described herein.

### PROPOSAL SHALL BE LABELED

“PROPOSAL - REALTOR SERVICES”

### AND ADDRESSED TO:

**Dr. Jay Harris, Superintendent**  
**Schools Platte County R-3 School District**  
**998 Platte Falls Road Platte City, MO 64079**

**PROPOSALS MUST BE RECEIVED BY:**  
**Monday, September 12, 2022 at 1:00 PM**

All questions shall be directed to Dr. Jay Harris  
Phone: 816-858-5420  
Email: [harrisj@platteco.k12.mo.us](mailto:harrisj@platteco.k12.mo.us)

General District Information  
[www.plattcountyschooldistrict.com](http://www.plattcountyschooldistrict.com)

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**CERTIFICATION FORM**

The Platte County R-3 School District (District) will accept qualifications for realtor services as described in the attached request. Qualified organizations or individuals (Respondent) are invited to submit four copies of a formal proposal as described herein.

**PROPOSAL SHALL BE LABELED**

**“PROPOSAL-REALTOR SERVICES” AND**

**ADDRESSED TO:**

**Dr. Jay Harris, Superintendent of Schools Platte  
County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079**

**PROPOSALS MUST BE RECEIVED BY:  
Monday, September 12th, 2022 by 1:00 PM**

The Platte County R-3 School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is required to complete, sign and return this form with the proposal.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Person (Print)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**City/State/Zip**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Telephone #**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tax ID #**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Entity Type**

**PART I: INTRODUCTION AND PROCESS**

**1) PURPOSE**

The Platte County R-3 School District is seeking a realtor/marketing agent for the sale and purchase of sites in the District.

The purpose of this Request for Proposal (RFP) is to gather proposals from realtor/marketing agents interested in working with the District. The District will select the most qualified agent from those submitted, and may request a number of agents to interview.

**2) INFORMATION ABOUT THE DISTRICT (BEGINNING FOR THE 2023-2024 SCHOOL YEAR)**

Organization	Platte CountyR-3 School District	
Schools / Buildings	District Education Center	Admin Offices
	Barry Elementary	Grades K-5
	Compass Elementary	Grades K-5
	Pathfinder Elementary	Grades K-5
	Siegrist Elementary	Grades K-5
	Platte City Middle School	Grades 6-8
	Platte Purchase Middle School	Grades 6-8
	Platte County High School	Grades 9-12
	Northland Career Center	Career & Technical School
	<b>(Northland Career Center is seeking property to expand a new site and to develop a Northland Workforce Development Center)</b>	

Enrollment (Sept. 2021)	Early Childhood Center	61
	Elementary	1867
	Middle School	1029
	High School	<u>1321</u>
<b>TOTAL</b>		<b>4278</b>

Financial	Estimated Assessed Valuation (2021-22)	\$ 671,097,647
	Current Operating Revenue (2022-23)	\$ 60,201,447
	Tax Levy (2021-22)	\$ 5.0193

For more information about the District, visit our website [www.plattecountyschooldistrict.com](http://www.plattecountyschooldistrict.com)

### 3) SCOPE OF SERVICES

The intent is for the selected firm(s) to have a master real estate service agreement with the District upon board approval. Proposals are invited from interested realtors to market and take offers on property on behalf of the District as well as to assist in any purchases of property for the District. This solicitation is competitive, designed to enable the District to select the best offer from the realtor best suited to market, sell, and purchase property. Selection will be made by a selection committee and recommended to the Board of Education. Duration of the agreement shall be for three years. At that time, the District may choose to renew the agreement based upon a satisfactory performance or may choose to request new service agreement proposals through the RFP process.

### 4) TIMELINE FOR PROCESS

The timeline listed below is the District's estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Request for Proposals Issued	Monday, August 29, 2022
Proposals Due	Monday, September 12, 2022 @ 1:00 PM
Recommendation to Board	Thursday, September 22, 2022
Notice to Proceed	Day following Board of Education approval

Communication with Board members and/or other District staff in an effort to influence the outcome of the RFP selection process is prohibited and will result in rejection of the proposal.

### 5) SELECTION CRITERIA

All proposals will be evaluated on the following criteria:

- 1) Scope of services available and prior comparable experience
- 2) Qualifications of personnel assigned to work with the District
- 3) Responsiveness of the written proposal and quality of scope of services
- 4) Fees (list all possible fees)

Proposals will be evaluated to determine which firm/individual best meets the needs of the District. While a significant factor, cost will not be a dominant factor. Cost will be particularly important when all the other evaluation criteria are relatively equal.

### 6) REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Respondents will be evaluated according to the criteria of the RFP. The committee will create a short list of firms/individuals and may invite the selected firms/individuals to a presentation. Each team will be allowed 45 minutes for the interview and questions and answers. The order of the interviews will be determined by random selection.

**7) PAYMENT**

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

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

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

**PART II: INSTRUCTIONS TO RESPONDENTS**

**1) QUALIFICATIONS**

In addition to the signed Certification Form, the following information shall be included in a proposal:

- 1) Basic Information: Single page executive summary of firm profile:
  - Name of firm(s)
  - Contact person (phone, e-mail, fax, etc.)
  - Direct mailing address
  - Overview of firm history
- 2) Firm Personnel Profile:
  - Experience and credentials
  - Manager of services to be assigned to District
  - Support personnel overview
- 3) Firm Experience Profile & Contacts (list contacts & phone number)
  - Listing of Kansas City Metro Area Public School Districts
  - Listing of other Missouri Public School Districts
  - Description of Local / State / National legislative involvement
- 4) Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
- 5) Specify and be prepared to show proof of the level and type(s) of insurance carried to cover errors and omissions, improper judgment, or negligence.
- 6) Felony Conviction Notification Form
- 7) Federal Work Authorization Program (E-Verify) Addendum
- 8) Federal Work Authorization Program Affidavit

## 2) SUBMITTING A RESPONSE

In submitting qualifications, the Respondent agrees to provide the services in accordance with the project scope. The successful Respondent will provide a Letter of Engagement for District review which enumerates the terms of the agreement.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, Respondents should clearly limit responses to the specific criteria in the order listed. No joint responses will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic delivery of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

## 3) PROPOSAL REQUIREMENTS

The formal proposal shall contain the following information, in the following sequence and format:

- 1) Title Page
- 2) Letter of Introduction
- 3) Table of Contents
- 4) Firm Profile and Philosophy
- 5) Personnel Assigned to the Project  
Identify the names of any personnel (prime and sub-consultants) who will be members of the actual project team, and identify their level of experience with K-12 projects.
- 6) Experience with Similar Projects  
Provide information about your firm's experience on K-12 projects, and your overall qualifications to carry out educational projects. Please provide project descriptions, locations, and color photos of relevant projects that have occurred in the last seven (7) years.
- 7) Projected Budget  
Provide the commission rate the firm/individual will require for the purchase of property for the District as well as on the sale of District owned property.
- 8) Litigation History  
List all litigation in the last five (5) years, filed against the firm/individual or firm's employees. State the beginning and end date, each lawsuit, case, or proceeding and the judgment or resolution or anticipated judgment or resolution.
- 9) Consultant References  
Provide a reference list from five (5) recent K-12 projects. Include district name, contact name, and telephone numbers.

# Request for Proposal (RFP)

**4) CONTRACT NEGOTIATIONS**

The District will attempt to negotiate and contract for the services described in this RFP solicitation with the most qualified firm(s) and/or individual(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s) and/or individual(s). This process will continue until an agreement is reached.

**5) FELONY CONVICTION NOTIFICATION**

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

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

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

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

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor Email Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_  
(Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**6) FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

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

Accordingly, your company:

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

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

7) FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

- 1) I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- 2) I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
- 3) Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
- 4) Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

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

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS**

**1) SCOPE:**

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts.

**2) DEFINITIONS AS USED HEREIN:**

- 1) The term "request for proposal" or RFP means a solicitation of a formal, sealed proposal.
- 2) The term "respondent" or "firm" means the person or entity submitting a formal sealed proposal.
- 3) The term "District" means Platte County R-3 School District.
- 4) The term "School Board" means the governing body of the District.
- 5) The term "contractor" means the respondent awarded a contract under this RFP.

**3) COMPLETING PROPOSAL:**

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

**4) REQUEST FOR INFORMATION:**

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

**5) CONFIDENTIALITY OF QUALIFICATION INFORMATION:**

All proposals and supporting documents will remain confidential until a final contract has been executed or all proposals are rejected. All responses become the property of Platte County R-3 School District and will be part of public record.

**6) PROPOSAL OF QUALIFICATION:**

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline. Each respondent may submit only one (1) response to this RFP.

7) **NEGOTIATION:**

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

8) **TERMINATION:**

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

1) **TERMINATION FOR CONVENIENCE**

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

2) **TERMINATION FOR CAUSE**

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

3) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

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

9) **TAX EXEMPTION:**

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

10) **SAFETY:**

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

11) **RIGHTS RESERVED:**

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

**12) RESPONDENT PROHIBITED:**

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

**13) DISCLAIMER OF LIABILITY:**

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

**14) HOLD HARMLESS:**

The contractor shall agree to protect, defend, indemnify, and hold the School Board, Platte County R-3 School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this RFP.

**15) LAW GOVERNING:**

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

**16) ANTI-DISCRIMINATION CLAUSE:**

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

**17) CONFLICT OF INTEREST:**

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

**18) INSURANCE:**

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

1) PROFESSIONAL LIABILITY

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

Before entering into contract, the successful respondent shall furnish to the Platte County R-3 School District a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract respondent in its operations hereunder.

## Request for Proposal (RFP)

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

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

The certificate holder on the Certificate of Insurance shall be as follows:

Platte County R-3 School District  
998 Platte Falls Road  
Platte City, MO 64079

The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. Section 537.600 et seq. Any insurance required of or purchased by Respondent hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.

### 19) **COSTS**

All costs incurred in the preparation of the proposal to this RFP shall be the sole responsibility of the respondent.

**PART IV: APPENDICES**

**1) APPENDIX A**

Potential property for purchase:

Northland Workforce Development Center:

- 1) Property description: Currently seeking 12 to 15 acres for a Workforce Development Center that is located in a centralized location for the Northland Career Center Consortium within the Platte County School District. This location is preferably centralized for both Clay and Platte County.
- 2) Time for property purchase: Property is needing to be purchased within the next three to six months in order for master planning and capital campaign to begin.

Future Elementary Site:

- 1) Property Description: Seeking 20 to 25 acres for a 5th Platte County School District elementary school. Desired property location is between north of Highway 152 and south of Interstate 435 within the Platte County School District attendance area.
- 2) Time for property purchase: Property is based on projected enrollment and long range planning criteria. Property is needed to be purchased within a 12 to 24 months timeline.

Potential property for sell:

- 1) Property located between Platte Falls Road and Highway 92 that consists of approximately 3.8 acres. This property is best suited for commercial use.
- 2) Property located on Kentucky Road in Platte City surrounding Compass Elementary that consists of approximately 30 acres. This property could be split into multiple parcels used for commercial or residential use.