

**REQUESTS FOR QUALIFICATIONS (RFQ)  
FROM REALTORS**

**RFQ 22-0001**

**1.0 SCOPE OF WORK**

The Victor Elementary School District (DISTRICT) is seeking qualified firms or individuals (VENDORS) which provide commercial real estate sales services in order to establish an approved realtor list for the 2022 calendar year. The selected VENDOR(s) may assist the DISTRICT by providing commercial real estate sales agent services for locating potential school sites and acting as the agent for the purchase of the site and selling existing properties of the DISTRICT.

To submit a proposal a vendor must meet the following requirements:

1. Possess a current California license as a real estate broker and/or sales agent.
2. Have five years successful experience as a commercial real estate broker and sales agent, preferably with public agencies in California

**2.0 INSTRUCTIONS TO VENDORS**

2.1 General Information

All responses shall conform to instructions provided in this Request for Qualification (RFQ) document.

2.2 Delivery Address

Victor Elementary School District  
12219 2<sup>nd</sup> Avenue  
Victorville, CA 92395  
ATTN: Jennifer Sharp

2.3 Deadline

**VENDORS must submit all required documents by December 10, 2020.** All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by DISTRICT. Responses received after the deadline will be returned unopened as not meeting the RFQ requirements.

2.4 Request for Qualification Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the VENDOR and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFQ.

2.5 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within sixty (60) days after the deadline, unless a longer period of time is mutually agreed to by the parties. The DISTRICT reserves the right to reject any or all responses, or may waive any informality in a response. Failure to respond to all questions or not supply the requested information could result in rejection of your proposal. All proposals submitted shall become the property of the DISTRICT.

- 2.6 **Supportive Material**  
Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- 2.7 Any proposal attachments, documents, letters, and materials submitted by the VENDOR shall be binding and included as a part of the final contract should your Proposal be selected.
- 2.8 **Exceptions**  
Identify with explanation, any terms, conditions, or stipulations of the RFQ with which you cannot or will not comply.
- 2.9 **Vendor Qualifications**  
Any individual or firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experience in all areas identified in Section 1.0. SCOPE OF WORK of this RFQ.

### **3.0 PROPOSAL CONTENT REQUIREMENTS**

- 3.1 Each Vendor shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

The content and sequence of the proposal will be as follows:

- I. Cover Letter/Letter of Interest: A one-page cover letter and introduction including company name, address, telephone number, FAX number, email address, and name of Principal to contact.

Whether the Vendor is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the Vendor. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.

- II. Table of Contents

- III. Vendor Company Data: Please provide a brief history of your firm including:

- A. A list of the agents of the firm along with experience of each that potentially would be assigned to the work.
- B. Number of years the firm has been in business in San Bernardino County.

- C. Location of office which will perform the work.
- D. Information on amount of experience in public agency real estate transactions.
- IV. Experience and Client References List the following information for public agency projects for the last five (5) years.
  - A. Project name, location, and size (acreage and cost).
  - B. Client name (district/business name), contact name, telephone number, and FAX number.
- V. Technical Capabilities:
  - A. Describe the plan you would use to locate a potential a school site.
  - B. Describe the plan you would use to sell the existing properties of the DISTRICT.
- VI. Fee Proposal
  - A. Submit a fee proposal for the potential location and purchase of property and for the potential sale of existing property. (Fees will be only one part of the evaluation criteria. Selection will not be based on cost alone.)
- VII. Other Information
  - A. Has your firm ever been terminated or replaced by another firm during a project? If so, explain in detail and provide results of any litigation/claims on the project.
  - B. Provide a statement of your firm's financial ability. (Per Public Contract Code Section 20111.5, this financial statement shall not be a public record and shall not be open to public inspection.).
  - C. A synopsis of the firm's staff, training, experience, and organizational structure.

#### **4.0 EVALUATION AND AWARD PROCESS**

- 4.1 Respondents will be evaluated based on their responses to all questions and requirements in this RFQ. The DISTRICT shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection. The District reserves the right to make the selection based on District standards. The District may conduct interviews or discussions after the paper screening process. The District reserves the right to change the process and/or modify the selection procedures. All selection decisions by the District are final. **Any direct contact on this selection process should be made only through Ashley Pele, Purchasing Manager.** Contact with other District employees or board members could be cause for disqualification from the selection process.

4.2 Oral Presentations  
Each finalist may be required to make an oral presentation and answer questions from DISTRICT personnel. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal.

4.3 Contract Negotiations  
All proposals will be given equal consideration. However, contract negotiations will only be with representatives who are authorized to conduct such negotiations and to commit to terms on behalf of the company they represent.

4.4 Background Review  
DISTRICT reserves the right to conduct a background inquiry of the selected VENDORS which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, the VENDOR consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

## **5.0 GENERAL CONDITIONS**

5.1 Interpretation of Documents  
Any interpretation or correction of the RFQ will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the RFQ documents. No person is authorized to make any oral interpretation or any provision in the RFQ document to any VENDOR and no VENDOR is authorized to rely

5.2 Independent Contractor  
In all matters relating to this Agreement, VENDOR shall be acting as an independent contractor. The employees of the VENDOR and its subcontractors are not employees of the DISTRICT under the meaning or application of any federal or state unemployment insurance laws, other social security law or any workers' compensation law, industrial law, or otherwise. VENDOR shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of any Agreement resulting from this RFQ. VENDOR shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the DISTRICT and shall not have any authority to represent itself as an agent of the DISTRICT.

5.3 All services against this RFQ shall be performed and invoiced in accordance with the price in effect at the time the service is performed regardless of the price in effect at the time of invoice.

5.4 Audits And Inspections  
VENDOR shall at any time during business hours, and as often as DISTRICT may deem necessary, make available to the DISTRICT for examination all of its records and data in respect to the matters covered by any contracts awarded by DISTRICT under this RFQ. The VENDOR shall, upon request by the DISTRICT permit the DISTRICT to audit and inspect all of such records and data necessary to ensure VENDOR'S compliance with the terms of this RFQ.

- 5.5 Assignment  
The Contract or any interest therein may not be assigned without the prior written consent of the DISTRICT.
- 5.6 Termination of Contract for Non-Performance  
If the VENDOR refuses or fails to perform services as required, or if he/she should be adjudged as bankrupt, or if a receiver should be appointed on account of insolvency or should repeatedly or persistently refuse or fail to provide service as required, or VENDOR persistently disregards laws, ordinances, or instructions of the DISTRICT, or is otherwise guilty of a substantial violation of the contract, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification or intention to terminate the contract. Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after services of such notice, the condition or violation shall cease and satisfactory arrangements for the correction thereof are made, the contract shall upon the expiration of fifteen (15) days cease and terminate. The foregoing provisions are in addition to and not in limitation to any other rights or remedies available to the DISTRICT.
- 5.7 Claims and Disputes  
Claims, disputes, or other matters in question between the parties to the contract or breach thereof shall be subject to mediation under the auspices of a recognized, neutral third-party professional mediation service, or other mediation method acceptable to both parties, prior to undertaking any legal action. The cost of the mediation services shall be borne equally by the parties.
- 5.8 Laws And Regulations  
VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising there from.
- 5.9 VENDOR warrants by signing and submitting its Proposal in response to this RFQ that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the VENDOR or any agent or representative of the VENDOR to any officer or employee of the DISTRICT with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the DISTRICT shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the DISTRICT in procuring on the open market any services which VENDOR agreed to supply shall be borne and paid for by the VENDOR. The rights and remedies of the DISTRICT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.