



Request for Proposal

Real Estate Brokerage Services

DEADLINE: Sealed proposal submittals must be received by 10:00 a.m. Central Standard Time, Tuesday, November 26, 2024. Applicant names will be read aloud beginning at that time at Anderson County Annex, 703 N. Mallard, Conference Room, Ste. 100, Palestine, Tx. 75801. You are invited to attend.

Return Bid to: Anderson County Auditor
Megan Lambright
703 N. Mallard St., Ste. 110
Palestine, Tx. 75801

Mark Envelope:

Real Estate Brokerage Services

Point of Contact: Questions regarding this Request for Proposal should be directed in writing to:

Misty Ellison
703 N. Mallard St., Ste. 110
Palestine, TX 75801
mellison@co.anderson.tx.us

Proposal Title: Real Estate Brokerage Services

PURPOSE: The purpose of the Request for Proposal is for Anderson County to obtain a list of qualified, experienced and licensed Texas Real Estate Brokers in order to provide Real Estate Brokerage Services for County use, in accordance with the terms, conditions, and specifications herein.

QUALIFICATIONS:

1. Proposers shall have experience in the Anderson County market area in marketing, leasing and selling properties. The brokers of the firms to be assigned to this list should have familiarity with laws and practices applicable to public agency real estate matters.
2. Proposers shall be in the business of Real Estate and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.
3. Proposers must demonstrate that they have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to Anderson County or can demonstrate they have the experience and the managerial and financial ability to successfully perform the work.
4. Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.
 - a. Proposer or principals shall have relevant experience in Real Estate Brokerage services. Project managers assigned to the work must have experience as a real estate broker.
 - b. Before awarding a contract, the County reserves the right to require that a Proposer submit such evidence of qualifications as the County may deem necessary. Further, the County may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the County and performance evaluation for services, in making an award in the best interest of the County.
 - c. Firm or principals shall have no record of judgments, pending lawsuits against the County or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the Commissioners Court.
 - d. Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the County, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the County.

TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES:

1. The selected firm will be responsible for assisting Anderson County staff with brokerage services, which may include, but not limited to:

- a. providing advice regarding property valuation, i.e., broker price opinion (BPO)
- b. portfolio organization and analysis,
- c. strategic planning for property leasing and disposal,
- d. listing services for sale of County owned property and
- e. overseeing escrow for such sales

*The deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

2. The successful proposers are referred to as Contractors throughout this RFP.

a. Upon the County's request, the Contractors shall evaluate County-owned vacant and/or underutilized land; and as a result, provide an assessment of revenue potential and recommendations and planning for expedited/streamlined disposition of that County-owned land.

b. All real estate transactions are to be processed with approval of the Commissioners Court and in accordance with applicable rules, regulations and statutes.

c. In all matters concerning the above, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the sales transaction proceeds

d. The Contractor shall include, in response, proposed commission percentage. All sales commission to be paid by the buyer.

3. Through the term of the contract, the Contractor, under the direction and control of County:

a. The Contractor shall handle marketing of properties for sale or lease including providing updated and accurate listing information.

b. In all matters concerning this Section, compensation for work performed shall be performance based. Specifically, compensation shall be derived from the percentage of lease costs.

4. The Contractor shall include, in response, proposed lease cost percentage.

a. The Contractor shall include, in response, their hourly rate of advisory services where a Commission will not be earned.

EXPERIENCE:

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Indicate business structure, i.e.: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Texas; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, website, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Pre-Qualified Real Estate Broker List:

Anderson County reserves the right to include a Real Estate Broker Consultant who will best serve the interest of the County. The County reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The County also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

Anderson County requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described qualification format. The intent of the qualification format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. It is requested that proposal packets be limited to no more than 50 pages, excluding resumes.

SELECTION PROCESS:

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicant’s own expense. The County shall not incur any costs for applicant preparation and/or submittal of qualifications.

The County will evaluate all responses based on the qualifications, past performance and project approach.

The County reserves the right to negotiate the final fee prior to recommending any Firm for a contract.

The County’s process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:

- a. Qualifications 55 pts
- b. Local Preference05 pts
- c. Experience 40 pts

2. County staff shall recommend the most qualified Real Estate Brokerage Firm to the Commissioners Court and request authority to enter into contract negotiations.

3. When services and fees are agreed upon, the selected firm shall be offered a contract subject to Commissioner Court approval.

4. Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked firm. The process shall continue until an agreement is reached with a qualified firm.

5. This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

Letter of Interest

RFP – Real Estate Brokerage Services

Deadline: November 26, 2024

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by Anderson County, TX for Real Estate Brokerage Services for Anderson County. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- **COMPLETED RFP LETTER OF INTEREST FORM**
- **NON-COLLUSION AFFIDAVIT (MUST BE NOTARIZED)**
- **AFFIDAVIT (MUST BE NOTARIZED)**
- **CONFLICT OF INTEREST**
- **HOUSE BILL 89 VERIFICATION**
- **SB 252CHAPTER 2252 CERTIFICATION**

Firm understands that the County is not bound to select any firm for the final pre-qualified list and may reject any responses submitted. Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the County and will not be returned. Firm agrees that the County will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal. This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name_____ **Date**_____

Authorized Signature_____ **Title**_____

Name (please print)_____ **Telephone**_____

Address_____ **City/State/Zip**_____

Email_____

NON-COLLUSION AFFIDAVIT

ANDERSON COUNTY §

§

STATE OF TEXAS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

House Bill 89 Verification

I, _____ (Person name), the undersigned
representative (hereafter referred to as "Representative") of

_____ (company or business name, hereafter referred to as
"Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly
sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business
Entity;

2. That Business Entity does not boycott Israel and will not boycott Israel during the
term of any contract that will be entered into between Business Entity and Anderson County;
and

3. That Representative understands that the term "boycott Israel" is defined by Texas
Government Code Section 2270.001 to mean refusing to deal with, terminating business
activities with, or otherwise taking any action that is intended to penalize, inflict economic
harm on, or limit commercial relations specifically with Israel, or with a person or entity doing
business in Israel or in an Israeli-controlled territory, but does not include an action made for
ordinary business purposes.

SIGNATURE OF REPRESENTATIVE

Senate Bill 252 Certification Form

Prohibition on Contracts with Terrorist Organizations

The Texas Legislature approved legislation that will impact all government contracts for goods and services. This addendum requires a certification from any vendor/independent contractor entering into a contract with Anderson County to ensure the vendor/contractor complies with the requirements stipulated herein.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153:

SB 252 prohibits governmental entities from contracting with parties on the State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of this law, governmental entities are required to certify that vendors/independent contractors are not on the listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization.

I, (authorized official) _____,
do hereby depose and certify the truthfulness and accuracy of the contents of the statements submitted on this certification, that the company named below:

- 1) does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
- 2) will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
- 3) is not listed on the website of the Comptroller of the State of Texas

Company Name

Signature of Authorized Signature

Title of Authorized Signature Date

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF ANDERSON

This memorandum of agreement made and entered into on the _____ day of _____ 2024, by and between Anderson County in the State of Texas (hereinafter designated County), acting herein by County Judge Carey McKinney by virtue of an order of Anderson County Commissioners' Court, and _____ (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terns & Conditions, and all other requirements herein for Real Estate Brokerage Services as stated in the Competitive Sealed Proposal Package Checklist hereto attached and made a part hereof; together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Palestine, Texas this ____ day of _____ 2024.

By: _____
County Judge Signature

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

GENERAL INFORMATION: Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal" For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: Anderson County will review all proposals for responsiveness and compliance with these specifications. The County reserves the right to award on the basis of the Lowest and Best Offer in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Purchasing Agent any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Anderson County, including affiliations and business and financial relationships such persons may have with Anderson County officers. The form can be located at the Texas Ethics Commission <https://www.ethics.state.tx.us/forms/conflict/>

By doing business or seeking to do business with Anderson County including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

Any information provided by Anderson County is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current County Commissioners and County Employees who are anticipated to either recommend or

ETHICS: Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of Anderson County procurement process.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. Anderson County shall not award a contract to a company that is in arrears in its obligations to the County.
7. No payments shall be made to any person of public monies under any contract by the County with such person until such person has paid all obligations and debts owed to the County, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the Anderson County Auditor. The County assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by Anderson County to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the Anderson County Auditor's Office, 703 N. Mallard St., Ste. 110, Palestine, Tx. 75801. Office 903-723-7474.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by Anderson County, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The County standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: Anderson County's exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Anderson County, Texas. Anderson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County District Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF COUNTY: No member of the governing body of the County, and no other officer, employee or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE COUNTY: Anderson County is prohibited from granting any license, privilege or paying money to any-one owing delinquent taxes or any money to the County until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against Anderson County for quantities less than the estimated amount.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive Anderson County the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the County shall there upon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The County may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: Anderson County before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by Anderson County.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from Anderson County written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:

2. Commercial General Liability occurrence type insurance, Anderson County, its officers, agents, and employees must be named as an additional insured):

- a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
- b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
- c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the Anderson County. Contractor shall also file with Anderson County valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with Anderson County not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.

<https://www.ethics.state.tx.us/filinginfo/1295/>

PUBLIC INSPECTION OF PROPOSALS: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the County, in writing, that the Proposal Document contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the County's purchasing policy. The County will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The County may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by Anderson County. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by Anderson County shall be grounds for disqualification.** Vendors shall not contact any County personnel during the proposal process without the express permission from Anderson County Purchasing Agent.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the County.

ADDITIONAL INFORMATION: Anderson County may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.