



James Island Public Service District RFP for Real Estate Brokerage Services

The James Island Public Service District (JIPSD) seeks a real estate firm specializing in commercial real estate to provide disposition services for property owned by the District. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with JIPSD to supply real estate services as outlined herein. JIPSD has identified one specific property to include within the Professional Services Contract:

- 1622 Camp Road – James Island Fire Station #1, Charleston County TMS# 425-06-00-096

JIPSD may wish to add properties under the service contract as mutually agreeable to the Broker for the period of the remaining contract.

The real estate firm will be paid strictly on commission basis and will be expected to work closely with the JIPSD staff and provide monthly reports to the District Manager. Proposals that include a request for guaranteed fees will not be accepted.

Proposals should be emailed to:

David Schaeffer, District Manager at schaefferd@jipsd.org

Subject: Proposal – Real Estate Brokerage Services

Deadline: 5:00 pm Thursday, March 11, 2021

All questions should be sent to David Schaeffer, District Manager by e-mail at schaefferd@jipsd.org. Deadline for questions will be Thursday, March 4, 2021.

The JIPSD reserves the right to reject any and all proposals, or parts of proposals, when it is judged to be in the best interest of the District.

A. SCOPE OF SERVICES

The successful firm shall agree to contract with the James Island Public Service District to provide the following:

- Develop strategies for sale of the property.
- Perform market analysis to determine listing price.
- Work with the JIPSD to negotiate land sales with buyers and prospects.
- Handle all other customary activities and services associated with real estate transactions.
- Services may include consultation with JIPSD staff and the District Commission relating to the sale of real estate.
- Presentations at public meetings may be required.

B. BROKER'S QUALIFICATIONS

Respondents to this RFP shall have the following qualifications:

- Must be licensed and in good standing with the State of South Carolina.
- Must have an excellent reputation and successful track record in the commercial real estate market.
- Experience with repurposing and redevelopment projects a plus.
- Must be knowledgeable in the use of all public real estate records.

C. INSURANCE REQUIREMENTS

For purposes of this RFP, proposers must submit copies of certificates of insurance for general liability and worker's compensation. The selected firm must have general and professional liability insurance coverage in amounts acceptable to the JIPSD.

D. FEE SCHEDULE

Consultant will submit a proposed competitive fee schedule.

E. TERM OF CONTRACT

The contract period for the successful broker/firm will be 2 (two) years from the date of award. The JIPSD retains the right to extend the agreement upon mutual consideration of both parties for up to an additional two (2) years. The contract may be terminated by either party with 60 (sixty) days prior notice.

F. EVALUATION AND AWARD PROCESS

The JIPSD reserves the right to accept or reject any and all proposals, to waive any proposal irregularities that may be in the best interest of the District, and to negotiate a contract that will best meet the needs of the District.

Acceptance of a proposal does not constitute a contract. Subsequently discovered information or circumstances may prompt the JIPSD to rescind acceptance of any proposal after it has been accepted, but before the District has taken action to authorize the contract to be signed. The James Island Public Service District Commission reserves the right to rescind its acceptance of any proposal by adopting an appropriate resolution authorizing signature on a contract. At no time has a contract been formed until the JIPSD Commission has so acted and the contract is signed by the authorized individuals.

G. ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to the RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way, will change the original proposal submitted. Interviews are optional and may or may not be conducted at the District's discretion.

H. SELECTION CRITERIA

1. Commercial real estate experience, including qualifications and references.
2. Proven successful track record in commercial real estate transactions.
3. Ability of the Broker to meet or exceed the requirements as defined by the RFP.
4. National reach for marketing the property.
5. Fee schedule
6. Completeness of response to RFP as outlined in this solicitation.
7. Knowledge of local real estate market and JIPSD.

I. RFP SUBMITTAL REQUIREMENTS

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in the RFP and (2) are capable of performing quality work to achieve the JIPSD's objectives. The following information must accompany your proposal:

1. List years in business, including previous names of the firm, if any.
2. Description of your firm including size of firm, location, number and nature of the professional staff to be assigned to the District; staff experience and training, including a brief resume for each key person listed.
3. Describe experience (minimum five years' previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.
4. Experience in assisting similar size entities, including any and all services for government agencies.
5. List any references where and when your firm provided similar services. Please provide names and telephone numbers of contact person for each reference listed.
6. Additional services offered through your firm.
7. Listing of any current litigation, outstanding judgements or liens against your firm.
8. Fee Schedule: Payment of a lump sum finder's fee at closing of a sale or a blend of a standard commission with a minimum finder's fee. State any other costs the James Island Public Service District may anticipate relating to the real estate services to be provided by your firm.

JAMES ISLAND PUBLIC SERVICES DISTRICT
STANDARD FORM OF AGREEMENT BETWEEN DISTRICT AND PROFESSIONAL
FOR
PROFESSIONAL SERVICES CONTRACT

This is a Contract Agreement (the “AGREEMENT”), by and between the JAMES ISLAND PUBLIC SERVICE DISTRICT (“JIPSD”), a South Carolina Municipal Corporation, whose mailing address is 1739 Signal Point Road, Charleston, SC 29412, hereinafter referred to as the “DISTRICT”, and “INSERT NAME OF THE COMPANY,” a South Carolina Corporation, whose address is “INSERT STREET ADDRESS,” hereinafter referred to as “PROFESSIONAL.”

ARTICLE 1. SERVICES OF PROFESSIONAL

A. Scope of Services

- i. PROFESSIONAL shall provide, or cause to be provided, the services set forth in Article 1B below and as set forth in *Exhibit A* (“Services”).
- ii. The PROFESSIONAL will provide Services and perform all obligations necessary thereto as described in this AGREEMENT.
- iii. “Services” shall at all time relevant hereto means performance of a task, assistance, support or access to resources under this AGREEMENT and deliverable of such as delineated herein or as expressly listed in *Exhibit A*.

B. *Description of Services.* PROFESSIONAL will develop strategies for the sale of District-owned properties; perform market analysis to determine listing price; work with the District to negotiate land sales with buyers and prospects; handle all other customary activities and services associated with real estate transactions. PROFESSIONAL services may include consultation with District and Commission relating to the sale of real estate; presentations at public meetings may be required.

ARTICLE 2. METHOD OF PAYMENT FOR SERVICES

A. *Contract Sum.* The consideration for Services provided pursuant to this AGREEMENT shall be the lump sum amount of \$XX,XXX.XX per year for a period of twelve (12) months starting MONTH, DAY, YEAR through MONTH, DAY, YEAR by DISTRICT to PROFESSIONAL based on monthly (\$X,XXX.XX) terms.

B. *Payment.* Consideration payments are paid in arrears and shall be made on a monthly (\$X,XXX.XX per month) basis and paid on or before the ___ day of every month for Services provided and accepted the previous month.

- C. *Commencement.* The AGREEMENT shall become effective upon full execution of both parties hereto and PROFESSIONAL shall begin rendering Services on _____.

ARTICLE 3. CONTRACT DOCUMENTS

- A. *Documents.* The documents which form the basis for this contractual understanding between DISTRICT and PROFESSIONAL are as follows:
- i. This Agreement
 - ii. A letter submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
 - iii. Proposal submitted by PROFESSIONAL to DISTRICT dated MONTH DAY, YEAR.
- B. *Conflicts.* To the extent any conflicts arises within the documents set forth in Article 3A, the terms as set forth in this AGREEMENT shall govern. If this AGREEMENT does not address the language in conflict, the stricter application of the requirement or obligation shall apply.

ARTICLE 4. STANDARDS OF PERFORMANCE

- A. *Standard.* The standard of care for all Services performed or furnished by PROFESSIONAL under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Compliance.* PROFESSIONAL does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.
- C. *Consultants.* PROFESSIONAL may employ such consultants as PROFESSIONAL deems necessary to assist in the performance or furnishing of the Services, subject to reasonable and timely objections by the DISTRICT.
- D. *Regulations and Standards.* PROFESSIONAL shall comply with all applicable Laws, Regulations and industry standards for the Services being provided as of the date of Commencement.

ARTICLE 5. INSURANCE

- A. PROFESSIONAL shall procure and maintain insurance, including policy limits and necessary endorsements, to meet the requirements set forth in *Exhibit B*, “Insurance” to this AGREEMENT.

ARTICLE 6. INDEMNIFICATION

- A. The PROFESSIONAL shall indemnify, protect and hold harmless DISTRICT, its Commissioners, officers, directors, partners, employees, agents, and consultants of each from and against all claims, costs, losses, and damages (including reasonable attorneys fees and charges of engineers, architects and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of PROFESSIONALS, or any consultant, subcontract and/or supplier within PROFESSIONAL’s control to provide Services or for whose acts any of them may be liable.
- B. In any and all claims against DISTRICT or any of its respective Commissioners, consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of PROFESSIONAL, consultant, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by an limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any such consultant, Supplier or individual or entity under workers’ compensation acts, disability benefits acts, or other employee benefit acts.
- C. The PROFESSIONAL’s indemnity obligations under this Paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs) and punitive damages (if any) arising out of, or in connection with, any (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of public authority that bears upon the performance of the Services by PROFESSIONAL, or any person or entity for which the PROFESSIONAL is liable, (2) means, methods, procedures, techniques, or sequences of execution of performance of the Services, and (3) failure to secure for permits, fees, approvals, licenses, and inspections as required under the Contract Documents.
- D. PROFESSIONAL shall indemnify and hold harmless the DISTRICT, its Commissioners, officers, directors, partners, employees, and agents from and against any costs and expenses, (including reasonable attorneys’ fees and court costs) incurred by any of them in enforcing any of the PROFESSIONAL’s defense, indemnity and hold harmless obligations under the AGREEMENT.

ARTICLE 7. TERMINATION

- A. DISTRICT may terminate this AGREEMENT with or without cause at any time, upon seven (7) days prior written notice to the PROFESSIONAL. Upon such termination, DISTRICT shall pay PROFESSIONAL all amounts due and owing under this AGREEMENT for all Services provided up to the effective date of termination.

ARTICLE 8. DISPUTE RESOLUTION

- A. *Mediation.* DISTRICT and PROFESSIONAL agree to mediate all disputes between them in good faith prior to the commencement of legal action. Each party shall be responsible for their own attorneys' fees and costs associated with mediation.
- B. *Jurisdiction.* If the parties fail to resolve a dispute through mediation, then all disputes shall be filed in the Court of Common Pleas for Charleston County, South Carolina.

ARTICLE 9. EMPLOYMENT PRACTICES

- A. *Equal Opportunity Employment.* PROFESSIONAL shall comply with all state and federal Anti-discrimination laws in its operations and in providing Services pursuant to this AGREEMENT.
- B. *Immigration Reform and Control Act Compliance.* PROFESSIONAL shall comply with all requirements imposed on employers under the Immigration Reform and Control Act ("IRCA") with regard to every employee who will perform Services for PROFESSIONAL related to this AGREEMENT. PROFESSIONAL further agrees that PROFESSIONAL is the "employer" as that term is defined at 8 C.F.R. Section 274(a) 1(g), and that the DISTRICT is not the "employer" as so defined, with regard to such employees.
- C. *Indemnity.* PROFESSIONAL agrees that if it fails to comply with the requirements of the laws referenced in Article 9 herein, or it is determined by any governmental agency that an employee providing services under this AGREEMENT is not authorized for employment in the United States, PROFESSIONAL shall indemnify and hold harmless the DISTRICT from any liability or costs (including reasonable attorneys' fees) incurred by the DISTRICT as a result thereof.

ARTICLE 10. GENERAL TERMS AND CONDITIONS

- A. *Modifications.* Any modifications to this AGREEMENT or additional obligations assumed by either party in connection with this AGREEMENT, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.
- B. *Authority to Contract.* Each party warrants and represents that it has authority to enter into this AGREEMENT and that the statements herein shall bind all heirs, successors, and assigns of both parties.
- C. *Governing Law.* The services provided by this AGREEMENT shall be governed by the laws of the State of South Carolina.
- D. *Severability.* If any provision of this AGREEMENT is deemed to be invalid, it shall not effect the other remaining valid provisions hereof.
- E. *Notices.* Any notices to be sent to either party are to be sent to those addresses as set forth in the first paragraph of this AGREEMENT.
- F. *Incorporation of Agreement.* This document is to be a total incorporation of all agreements and representations of and between each party hereto to the exclusion of any prior verbal representations.
- G. *Assignability.* Any rights provided for in this Agreement, to any party hereto, are not assignable.
- H. *Non-waiver.* The failure of DISTRICT to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of DISTRICT to insist on the future performance of any such terms covenants, or conditions, but the obligations of the PROFESSIONAL with respect to such future performance shall continue in full force and effect.

JAMES ISLAND PUBLIC SERVICE AGREEMENT

Dated:

Signed By: Insert Name of Chair

Its: Chair

Dated:

By: Insert Name of Secretary

Its: Secretary

INSERT COMPANY NAME OF PROFESSIONAL

Dated:

Signed By: Insert Name of Representative

Its: Insert Title of Representative

EXHIBIT A

“Scope of Services”

PROFESSIONAL will develop strategies for the sale of District-owned properties; perform market analysis to determine listing price; work with the District to negotiate land sales with buyers and prospects; handle all other customary activities and services associated with real estate transactions. PROFESSIONAL services may include consultation with District and Commission relating to the sale of real estate; presentations at public meetings may be required.

EXHIBIT B

“Insurance”

Insurance

- A. PROFESSIONAL is agreeing to assume the responsibility for the Services as described above and herein, and shall maintain, at a minimum, the following insurance coverages:
- i. Professional and General Liability
 - a. Each Occurrence: \$1,000,000.00
 - b. General Aggregate: \$2,000,000.00
 - ii. Workman’s Compensation Insurance in compliance with the statutes of the State of South Carolina or the state which has jurisdiction over the PROFESSIONAL’s employees with a minimum limit of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
 - iii. Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of One Million Dollars and 00/100 (\$1,000,000.00).
 - iv. Umbrella/Excess Liability

a. Each Occurrence:	\$
b. General Aggregate:	\$
- B. PROFESSIONAL shall provide an actual endorsement indicating thereon that the DISTRICT has been named as an additional named insured at the time in which this AGREEMENT is signed by PROFESSIONAL. Coverage under the additional insured endorsement shall be considered primary.
- C. If any Services are to be performed by a subcontractor, consultant, or other entity or individual under the control of PROFESSIONAL or for whom PROFESSIONAL is liable for, PROFESSIONAL shall require the same to comply with all provisions of this AGREEMENT, including but not limited to these insurance provisions.
- D. Before DISTRICT is to execute this AGREEMENT, the PROFESSIONAL shall submit evidence that all required insurance policies are in effect, along with the required additional insured endorsement, and that the insurance company(s) providing such coverage will be noticed of the need to maintain the insurance coverage as provided above and herein, for the duration of this AGREEMENT, and same will not be modified and/or canceled, without the insurance company(s) giving thirty (30) days advance notice of same to DISTRICT.