

CENTRAL GREENE SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
REAL ESTATE AUCTIONEER SERVICES

RESPONDENT (Please complete below)

CONTACT NAME: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**PROPOSALS DUE: 2:00 P.M. Prevailing Time, Monday, November 14, 2022**

CENTRAL GREENE SCHOOL DISTRICT REQUEST FOR PROPOSAL FOR REAL  
ESTATE AUCTIONEER SERVICES

Enclosed is the Request for Proposal (RFP) for Real Estate Auctioneer Services. The Central Greene School District has identified the need to obtain the services of a real estate auctioneer.

All interested parties must submit any Proposal by Monday, November 14, 2022 before 2:00 P.M., prevailing time. **No late proposals will be accepted.** The Central Greene School District Board of Directors reserves the rights to accept or reject any or all proposals, to waive any irregularities, and to accept the proposal that is in the best interest of the District. The District shall be held harmless for any failure to solicit proposals from potential auctioneers.

Respondents are to submit (3) originals of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as “**RFP – Real Estate Auctioneer**” and mailed/delivered to:

Valerie Brooks, Board Secretary  
Central Greene School District  
250 South Cumberland Street  
Waynesburg, PA 15370

All communications concerning the RFP should be directed to the Board Secretary via email at [vbrooks@cgsd.org](mailto:vbrooks@cgsd.org).

IMPORTANT DATES

Issue Date: October 24, 2022

Return Date and Time: November 14, 2022 prior to 2:00 P.M.

All proposals submitted must be delivered to the Business Office before 2:00 PM on November 14, 2022 to be considered for evaluation. Proposals received after this time may not be accepted and may be returned to the vendor unopened.

## **Overview**

The Central Greene School District (hereafter “District”) is hereby requesting proposals from qualified and licensed, real estate auctioneers to assist with the sale of Greene County Tax Parcel Number 28-02-267, located in Waynesburg Borough, Greene County, Pennsylvania (hereafter “Property”). It is the intent of this Request for Proposal to have the successful real estate auctioneer enter into a Professional Services Contract with the District to provide real estate auctioneer services as outlined herein. The potential sale of the aforementioned parcel shall be by public sale pursuant to Section 707(1) of the Public School Code and shall comply with all requirements noted therein, including those associated with publication, advertisement and the posting of hand bills.

## **Scope of Work**

Respondent shall provide the following services to the District in connections with the listing and auctioning of the Property:

1. Provide a point of contact who shall communicate with the designated agent of the District with respect to the manner, date and time of auction as well as the marketing services rendered in connection therewith.
2. Advertise, post and circulate the Auction in media deemed most effectual and appropriate by Auctioneer.
3. Conduct the auction via both in-person and on-line bidding.
4. Furnish a qualified and duly licensed Auctioneer.
5. Furnish one or more clerks qualified to manage all administrative and accounting tasks regarding in-person and on-line bidding including the registration of bidders, recording the successful bid and receipt of payments and accounting of monies collected.
6. Furnish one or more laborers to handle logistics and auction set up.
7. Furnish a mobile public address system with volume adequate to facilitate the in person, live auction.
8. Respondent shall provide unto District all financial information evidencing auction costs and expenses and the proceeds due unto the District.

## **Terms of Sale**

- 1) The terms and conditions of sale will be confirmed upon review by the District’s solicitor and shall be distributed by the successful Respondent.
- 2) The District reserves the right to accept or reject any/all bids. A reserve shall be implemented in the amount of \$150,000.00 on said sale.

- 3) Respondent shall hold all deposit money. In case of a forfeiture by a prospective purchaser, said deposit money shall be implemented toward the cost of Respondent's out of pocket expenses in conducting the Auction. No additional expense shall be due from District unto Respondent resultant from a forfeiture.

### **District Terms**

1. Proposals will be date and time stamped upon receipt by the Central Greene School District.
2. The District reserves the right to waive minor technical defects in a proposal, reject all proposals, reject any part of the proposal, or advertise for new proposals, and to select the selected Respondent determined to be in the best interests of the District as determined in its sole discretion.
3. The District reserves the right to design the evaluation criteria to be used in selecting the selected Respondent.
4. The District reserves the right to provide the final contract for mutual consideration and agreement.
5. Should any differences arise as to the meaning or intent of the specifications, the District's decision is final and conclusive.
6. The District reserves the right to reduce or increase the amount of services for the original request for proposal.
7. Federal and State laws, Local ordinances and Board policies apply to contracted services. No portion of any agreement or contract may violate these laws, ordinances or policies. Any such portion of the agreement or contract that does violate these laws, ordinances and policies will be considered null and void.

### **Award Criteria**

Proposals will be evaluated on the following criteria as determined by the District:

1. Commission Structure;
2. Licensure, Key Personnel and Resources;
3. Marketing Strategies;
4. Commercial Real Estate Experience;
5. Contract Terms; and
6. Best Interest of the District.

## **Contract**

Include with the proposal your proposed Professional Service Contract.

## **Instructions to Respondents**

Three copies of the proposal should be submitted.

The proposal must contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

- Letter of Interest
- Profile and Experience
- Project Budget
- Litigation History

## **Letter of Interest**

The proposal should be introduced with a letter of interest that includes a synopsis of the company's services and highlight the capacity to perform the work. The letter should be signed by the individual Respondent or, in the case Respondent is a business entity, the duly authorized agent of said entity.

## **Profile and Experience**

Outline the company history, scope of services offered, size of firm and location. Please include an organizational chart that indicates the project's key personnel and their responsibilities; Provide for each of the key personnel related work experience, education, training and any other pertinent information that would demonstrate competence and experience specifically related to the sale of commercial real estate.

## **Project Budget**

Please provide the total cost of services, including but not limited to the commission rate that the firm will require on sale and advertising and labor costs.

## **Litigation History**

List all litigation in the last five years, filed against the Respondent firm or firm's employees. With respect to each matter of litigation; state whether the action is pending or finalized. Regarding actions which have finalized through final judgment or settlement, provide the terms of said judgment or settlement.

## **General Conditions**

### **Additional Information**

Information may be provided to potential Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective Respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

### **Submission of Proposal**

Proposals are to be sealed and submitted prior to the date and time indicated. At such time, all proposals received will be formally opened. The opening will consist of only the name and address of each Respondent. Proposals received after the date and time indicated will not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission.

### **Termination**

Provisions on termination will be included in the Professional Services Contract.

### **Disclaimer of Liability**

The District will not hold harmless or indemnify any firm for any liability whatsoever.

### **Hold Harmless**

The selected Respondent shall agree to protect, defend, indemnify and hold the School Board, the Central Greene School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages settlements, charges and professional fee/other expenses or liabilities of every kind and character resulting from error, omission or negligent act of the selected Respondent, its agents, employees or representatives, in the performance of the selected Respondent's duties under any agreement resulting from award of this proposal.

### **Applicable Laws and Jurisdiction**

Any agreement entered by and between the District and the selected Respondent shall be subject to, governed by and construed according to the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Greene County, Pennsylvania shall retain jurisdiction with respect to any dispute, action or controversy which arises pursuant to any agreement entered by the District.

### **Anti-Discrimination Clause**

As a condition of doing business with the District, the selected Respondent shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex,

origin or religious creed. Selected Respondents shall comply with all Federal laws, state statutes and executive orders pertaining to non-discrimination.

### **Conflicts of Interest**

By submission of a response to proposal, all Respondents do declare that no conflicts of interest exist as to the revenues derived from the results or recommendations made on behalf of the Respondent. 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. Selected Respondent further covenant that in the performance of any contract entered as a result of this request for proposal, no person having such interest shall be employed to work on this project.

### **Non-Collusion**

By Submission of a proposal, all Respondents do declare that the only person or entity interested in this proposal as principal or principals is/are named therein and that no other person or entity other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any other person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud

### **Costs**

All costs incurred in the preparation of the response to this request for proposal shall be the sole responsibility of the Respondent.