

Westside Union School District
41914 50th Street West
Quartz Hill, CA 93536

REQUEST FOR PROPOSALS (RFP)
REAL ESTATE AGENT SERVICES

RFP #25-01

Submission Deadline: September 18, 2025 2:00 pm

Point of Contact for Questions: Jennifer Barton, Purchasing Specialist

Purchasing@westside.k12.ca.us 661-722-0716 x77466

1.0 SCOPE OF WORK

The Westside Union School District is seeking the services of qualified firms or individuals (VENDORS) to provide real estate agent services. The selected VENDORS will assist the DISTRICT by providing real estate acquisition services for properties located throughout the DISTRICT.

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

1. Possess a current California license as a real estate agent.
2. Have five years successful experience as a real estate agent, preferably with public agencies in California.
3. Have experience preparing sales agreements that comply with the policies of the State of California, State Allocation Board-Office of Public Schools Construction.

Preference will be given to VENDORS that are members of the National Association of Realtors.

2.0 INSTRUCTIONS TO VENDORS

2.1 General Information

All responses shall conform to the instructions provided in this Request for Proposal (RFP) document.

2.1.1 Delivery Address

Westside Union School District
41914 50th Street West
Quartz Hill, CA 93536

Attn: Jennifer Barton

2.1.2 Deadline

VENDORS must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submitted date, unless specifically requested by the DISTRICT. Responses received after the deadline will be returned unopened as not meeting the RFP requirements.

2.1.3 Request for Proposals 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 RFP.

2.1.4 Acceptance or Rejection of Responses

Responses shall remain valid and subject to acceptance anytime within one hundred and twenty (120) 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.

2.2 Vendor Qualifications

- 2.2.1 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. Scope of Work in this RFP.

2.3 Request for Proposal Submission Requirements

- 2.3.1 Number of Copies: Submit **one (1) original and three (3) copies** of your proposal no later than the proposal acceptance date and time as stated in this document.
- 2.3.2 Proposal Length: The written proposal is limited to 15 pages, 8 ½ x 11, single sided. Title sheets, table of contents, and dividers do not count toward the page limit. Submittals exceeding this page limit will be considered as non-responsive.

- 2.3.3 Supportive Material: Additional material may be submitted with the proposal as appendices. Any additional descriptive materials that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).
- 2.3.4 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.
- 2.3.5 Exceptions: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you cannot or will not comply.
- 2.4 Proposal Content Requirements
 - 2.4.1 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, and name of Principal to contact.

Whether the VENDOR is an individual, partnership or corporation shall 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 principal contacts of the firm, along with the experience of each.
- B. Number of years the firm has been in business.

- C. Location of office which will perform the work.
- D. Information on the amount of experience providing land acquisition and sales agreements for school districts.
- 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.
 - C. Information on experience working in the Antelope Valley, specifically on non-residential transactions.
- V. Technical Capabilities:
 - A. Explain how property is acquired and paid for in a project funded by the State School Facilities Program.
 - B. Describe what you believe to be the most important elements of a property acquisition for a public agency.
 - C. Describe the various stages that you would complete to provide for a successful school site acquisition.
- VI. Fee Proposal (Fees will be only one part of the evaluation criteria. Selection will not be based on cost alone.):
 - A. Submit a fee proposal.
- 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 an audited financial 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.)

2.5 Evaluation and Award Process

- 2.5.1 Evaluation Criteria: Respondents will be evaluated based on their responses to all questions and requirements in the RFP. 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. Proposals will be scored with 40% towards experience, 30% towards fee schedule and 30% towards technical capabilities. The scoring will be used to narrow the proposals to the finalists.
- 2.5.2 Oral Presentations: Each finalist may be required to make an oral presentation in the Westside Union School District and answer questions from DISTRICT personnel. These presentations provide an opportunity for the individual, agency or organization to clarify its proposal.
- 2.5.3 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.
- 2.5.4 Background Review: The 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.

3.0 GENERAL CONDITIONS

- 3.1 Interpretation Documents: Any interpretation or correction of the RFP 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 RFP documents. No person is authorized to make any oral interpretation or any provision in the RFP document to any VENDOR and no VENDOR is authorized to rely on any such unauthorized oral interpretation.
- 3.2 Independent Contractor: In all matters to this Agreement, VENDOR shall be acting as an independent contractor. The employees of the VENDOR or 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 RFP. 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.

- 3.3 All services against this RFP 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.
- 3.4 Subcontractors: If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary VENDOR is not relieved of any responsibility by virtue of using a subcontractor.
- 3.5 Audits and Inspections: VENDOR shall at any time during business hours, and as often as the 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 the DISTRICT under this RFP. 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 RFP.
- 3.6 Agreement: The Contract or any interest therein may not be assigned without prior written consent of the DISTRICT.
- 3.7 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.

- 3.8 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.
- 3.9 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.
- 3.10 Covenant Against Gratuities: VENDOR warrants by signing and submitting its Proposal in response to this RFP 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, 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.