



Kershaw County School District
1301 DuBose Court
Camden, South Carolina 29020
February 23, 2009

**Request for Qualifications and Proposal
Professional Property Marketing Services
RPF #0809-070**

The Kershaw County School District seeks qualifications and proposals from professional real property marketing firms. The firm should have extensive past experience and success in evaluating client real property assets for value and marketability, aggressively marketing those real property assets to potential purchasers capable of making the most advantageous offers, and assessing and advising the client during evaluation and negotiation of competing offers.

The School District of Kershaw County (South Carolina) (the "District") is located in the Columbia, South Carolina Metropolitan Statistical Area (No. 17900). The District is identified by National Center for Education Statistics (NCES) number 4502550. Additional basic information about the District is posted on the internet at the District's web page: <http://www.kershaw.k12.sc.us/>. The District's most recent South Carolina "Report Card," including substantial performance and demographic information, is available from the State Department of Education on the internet at <http://www.myschools.com/reports/>.

Furnish three (3) copies of the proposal at the time the proposal is due. All proposals must be in a sealed envelope and have clearly marked on the exterior:

Sealed Proposal:

Professional Property Marketing Services
RPF #0809-070

Submit proposals and questions to:

Donnie Wilson

Chief Financial Officer

Kershaw County School District

1301 DuBose Court

Camden, SC 29020-7008

(803) 432-8416 ext. 255

Fax: (803) 432-8385

E-mail: donnie.wilson@kcsd.schools.net

Proposal responses transmitted by fax will not be considered. **All proposals must be received no later Tuesday, March 10, 2009, 11:00 a.m.** Proposals received after this time may be rejected.

PROPOSERS MUST CLEARLY MARK AS "CONFIDENTIAL" EACH PART OF THEIR RESPONSES WHICH THEY CONSIDER TO BE PROPRIETARY INFORMATION THAT COULD BE EXEMPT FROM DISCLOSURE UNDER

SECTION 30-4-40, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (FREEDOM OF INFORMATION ACT). IF ANY PART IS DESIGNATED AS CONFIDENTIAL, THERE MUST BE ATTACHED TO THAT PART AN EXPLANATION OF HOW THIS INFORMATION FITS WITHIN ONE OR MORE CATEGORIES LISTED IN SECTION 30-4-40. THE DISTRICT RESERVES THE RIGHT TO DETERMINE WHETHER THIS INFORMATION SHOULD BE EXEMPT FROM DISCLOSURE AND NO LEGAL ACTION MAY BE BROUGHT AGAINST THE DISTRICT OR ITS AGENTS FOR ITS DETERMINATION IN THIS REGARD.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, facsimile, or any other method.

By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the District's Procurement Code, and all other District policies, and that the proposer generally has familiarized itself with the available current public information concerning the District and Kershaw County in general.

The District's Procurement Code shall always prevail over any terms to the contrary in any contract entered into pursuant to the District's Procurement Code.

GENERAL INFORMATION

Any format of response that accurately and concisely sets forth your firm's qualifications and proposal is welcome. Each proposal must describe the proposing entity, the qualifications and background of its principals, its business experience and history, and any other introductory or explanatory information that the proposer deems relevant to its proposal. Provide several client references with current contract information.

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the District will be deemed non-responsive. To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be disregarded.

Proposals will be evaluated by an evaluation team established by the District, who will score the proposals based upon the evaluation factors noted below and make a recommendation to the Superintendent of the District. The proposer deemed by the District as best suited, most responsive and who proposes the best solution will be awarded the contract if all other terms and conditions are acceptable to the District and if in the District's best interest.

1. Qualifications and expertise of the proposer;
2. Experience and demonstrated success on similar projects;
3. Value received by District in exchange for proposed compensation and costs;

Depending on the number of proposers and after ranking the written proposals, the evaluation team may request oral presentations to the evaluation team by a limited number of the highest scoring

proposers. Proposers making oral presentations will be separately scored again to arrive at the highest ranked proposer.

The evaluation team may request written or oral clarifications of any proposal received.

The District intends to enter contract negotiations with the highest ranked responsive and responsible offeror whose proposal is determined to be the most advantageous to the District, taking into consideration the evaluation factors set forth herein; however, the right is reserved to reject any and all, or portions of, proposals received, and in all cases, the District will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of the RFP.

GENERAL REQUIREMENTS

Performance Responsibility

The proposer will be solely responsible for performance under the agreement. The contractor will be the point of contact with regard to all situations.

Contractor's Relationship with the District

The successful responder will be independent of the District. None of the Contractor's employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose discretion they shall act. No acts performed for or representations made, whether written or oral, by the proposer to third parties shall bind the District. The proposer shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation, and other payroll taxes for its employees. The District shall have no liability of any sort for the proposer's employees.

The proposer shall be responsible for any loss or damage to property owned by the District and in the proposer's possession or control. The proposer shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the proposer.

No portion of this contract shall be subleased, assigned, transferred, or conveyed without written approval the District.

GENERAL TERMS AND CONDITIONS

1. PROPOSER RESPONSIBILITY

Each proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFP. The omission of an proposer to acquaint himself with existing pre-contract conditions or post-contract consequences shall in no way relieve such proposer of any obligation with respect to the proposal or to any contract resulting from this solicitation. Proposers are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the District will, in addition to any and all other remedies available,

create cost difference liabilities and claims against the ultimately successful proposer. Proposers shall notify the District of all costs reasonably expected.

2. PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the proposer agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

3. QUESTIONS

Every effort has been made to insure that all information needed by the proposer is included herein. If an proposer finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein. All replies to questions will be in writing. When a question received by the District is found to be already sufficiently answered in RFP, that question will be returned to the proposer with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all proposers and will be regarded as a part hereof.

4. AMENDMENTS

ALL AMENDMENTS TO AND INTERPRETATIONS OF THIS SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT OR INTERPRETATION THAT IS NOT IN WRITING.

5. EXPERIENCE AND REFERENCE CLIENTS

The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process.

6. CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any proposer clarification, address technical questions, or to seek or provide other information regarding the proposer's proposal. Such a process may be used for such purposes as providing an opportunity for the proposer to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

7. DRUG-FREE WORKPLACE

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, et seq.

8. RIGHT TO PROTEST

Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation, intended award or award of a contract shall protest in accordance with the District's Procurement Code.

9. TERMINATION BY DISTRICT

Termination for Non-appropriations:

Any contract formed hereunder will provide that funds for this Agreement are payable from District appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the District shall immediately notify proposer of such occurrence, but the District shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

Termination for Convenience:

Any contract formed hereunder will provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the District, then the District shall negotiate reasonable termination costs strictly necessary for disengagement and winding up the contract, but shall not be liable for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution.

10. GOVERNING LAW

Any contract formed hereunder will provide that the proposer must comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to do business in said State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or the Federal District Court for the District of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

11. APPROVAL OF PUBLICITY RELEASES

Any contract formed hereunder will provide that the proposer shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The proposer agrees not to publish or cite in any form any comments or quotes from District staff. Proposer further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

12. INSURANCE

Any contract formed hereunder will provide that proposer shall maintain a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the proposer or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract, in the opinion of the District.

13. CONTRACT NEGOTIATIONS

Contract negotiations will be started immediately with the apparent successful offeror. If a final contract cannot be reached, negotiations may be initiated with the next qualified offeror.

14. INDEMNIFICATION

Any contract formed hereunder will provide that the Kershaw County School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the proposer, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the proposer in descriptive literature or specifications submitted with the proposer's proposal.

15. RESPONSIBILITY

The proposer alone will be held solely responsible to the District for performance of all proposer obligations under any contract resulting from its proposal.

16. LICENSES AND PERMITS

Any contract formed hereunder will provide that during the term of the contract, the proposer is responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

17. REFERENCES.

Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a bona fide inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

18. NON-COMMITMENT BY SOLICITATION

This solicitation does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The District reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers, and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

19. MINORITY BUSINESS ENTERPRISE ASSISTANCE

Assistance to firms qualifying for the District's Minority Business Enterprise Plan is available from the District's Procurement Department.

20. AUDITS

The District shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract-other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a District Procurement official. This provision applies to any resulting award related to this RFP.

21. Description of Property to be Offered.**Site 1: Camden Middle School, 416 Laurens Street, Camden, SC 29020**

10.02 acres containing academic building, 950 seat auditorium, full-sized gymnasium, cafeteria/kitchen, band room

Estimated cost to demolish current buildings: \$280,000.00

Zoning: R-15 single family detached homes, patio homes. Minimum lot size 15,000 sq. ft.

Other features: Quite residential neighborhood in Historic District. Close proximity to downtown shops, restaurants

Site 2: Pine Tree Hill Annex, 1213 Lakeshore Drive, Camden, SC 29020

8.15 acres containing academic buildings currently used as office space and storage

Estimated cost to demolish current buildings: \$253,000.00

Zoning: R-15 single family detached homes, patio homes. Minimum lot size 15,000 sq. ft.

Other features: Quite residential neighborhood close to Medical Center, new schools, easy access to main roadways