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FORMAL BID

COMMERCIAL REAL
ESTATE SERVICES

PREPARED FOR :

Christian County, MO

5.6.2022

CHRISTIAN COUNTY EMPLOYEE SERVICES

202 W. Elm Street
Ozark, Missouri 65721



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417) 582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

COMPETITIVE REQUEST FOR PROPOSAL #2022-9

COMMERICAL REAL ESTATE SERVICES

**April 2022
Christian County Missouri**

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I. REQUEST FOR PROPOSAL

A. INTRODUCTION

Christian County Commission of Ozark, Missouri is issuing a Request for Proposals (RFP) to engage the services of qualified individuals/entities ("Respondent(s)") to provide services as real estate broker to assist Christian County with the sale, lease and/or purchase of property.

It is expected that the Respondent selected pursuant to this RFP will serve as real estate broker for a period of three (3) years with two additional one-year renewal options, for a total of up to five (5) years. The County reserves the right to choose one or more respondents. The County Commission must vote with a majority rule on all contracts and renewals.

Questions should be directed to:

Kim Hopkins-Will, CPPO, CPPB, NIGP-CPP – Purchasing Agent
Christian County Government
Employee Services Building
202 W. Elm Street
Ozark, MO 65721
(417) 582-4309
khopkins@christiancountymo.gov

The email address listed above is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is in Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

B. RFP REGISTRATION

Christian County requests that firms interested in participating in this RFP contact the Purchasing Agent and register as a bidder. Christian County will notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

C. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP #2022-9, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following website:

ChristianCountybiddingproposal

Or go to

www.christiancountymo.gov and follow these links:

- Commission (top of page)
- Bidding/Proposals Opportunities

You will have access to open, print, and/or save pdf file(s).

D. SUMMARY SCOPE OF WORK

Purpose

Christian County is requesting proposals from qualified vendors who specialize in commercial real estate transactions

E. PROPOSAL OPENING

All proposals must be in the hands of the Purchasing Department of Christian County, per one of the approved submittal methods in RFP Section I-G (Proposal Submittal Methods), by the Proposal Opening date and time, which is:

RETURN BID NO LATER THAN: April 28, 2022, at 2:00 p.m. CST

Proposals will be opened publicly, 2:00 p.m. on April 28, 2022. Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

RETURN BID TO: Christian County Employee Services
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721
Attn: Purchasing Agent

NOTE: Please provide (4) four copies and one unbound original for a total of five (5) documents of your detailed bid proposal

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Proposer and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

F. PROPOSAL SUBMITTAL METHODS

Mail/ Express Mail/ Hand Deliver:

All proposals must be received by Christian County Purchasing Department by the opening date and time stated in this document or its addenda, if applicable. Please return this entire document with your bid submission. Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside.

Mark your sealed envelope as:

“RFP #2022-9 COMMERCIAL REAL ESTATE SERVICES – BID DOCUMENTS – DO NOT OPEN”.

Sealed Bids:

Sealed bids must be received at the Christian County Purchasing Department by the return date and time.

Fax and email responses are not accepted.

All bids shall be submitted during regular business hours of the county Commission Monday through Friday from 8:30 AM to 4:30 PM, and that bids submitted during non-regular hours will not be considered as an attempted delivery.

RFP's must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Purchasing office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed, and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud at the time and date specified at the Purchasing Office. Bids which are not received in the Purchasing Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

Late Bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God". In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Request for Proposal with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

Collusion:

By submitting a proposal in response to this request for proposal, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

G. SCHEDULE OF EVENTS

EVENTS	DATE/TIME
RFP Distribution	04/04/22
Proposal Due Date	04/28/22@ 2:00 p.m.
Target Date for Review of Proposals	05/03/22
Anticipated decision and recommendation to Commission	05/10/22

II. RFP REQUIREMENTS

A. REQUEST FOR INTERPETATION, CLARIFICATION, AND ADDITIONAL INFORMATION.

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto or is seeking clarification or requesting additional data/information, may submit a written request directed to the Purchasing Agent as specified on page three of the RFP.

Any such interpretation, clarification, or recognition of additional data/information will be made by written addendum. Christian County will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the RFP response and will become a part of the Contract Documents.

All requests for interpretations must be received by the Purchasing Agent no later than five (5) calendar days prior to the proposal opening date provided in RFP Section I-F (Proposal Opening).

B. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporations to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

C. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation.

Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

Evaluation Criteria

Understanding of Services	15	Max Points
Past Performance	15	Max Points
Personnel Qualifications	15	Max Points
Proposed Fee Structure	35	Max Points
General Experience of Firm/References	10	Max Points
Accessibility of Firm & Staff	10	Max Points
Total Points Available to be Awarded		100

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

D. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms.

It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this proposal.

It is the responsibility of the bidder to provide all the required documents requested in this RFP.

Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the

contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

Billing and Payments:

Invoices will be submitted to **Christian County Commission, 100 W Church St, Room 210, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

Determination for Award:

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth on page 10 of this RFP.

The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions, and requirements of a contract/purchase order.

Violating any federal, state, or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

E. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it , “CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION.” This information must not include prices, terms and conditions, Bidder’s qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri’s Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request.

F. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder’s risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to **March 15, 2022, at 1:45 p.m.** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

G. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work any peculiar local conditions which can affect the work or its cost. Failure to do will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

H. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)

Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any

public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program's Memo of Understanding (MOU).

I. NON-DISCRIMINATION ASSURANCE

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

J. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

K. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

All contracts MUST be approved by the county commission.

Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to the Request or BAFO.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

END OF SECTION

III. INSURANCE REQUIREMENTS

Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and **Christian County is protected as an additional insured.**

(Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)

- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

Declaration:

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. **Signature required below confirming understanding of this statement.**

Doing Business as (DBA) Name <i>Keller Williams Greater Springfield</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>EIN: 14-1884912</i> <i>Greater Springfield Realty LLC</i>
Mailing Address <i>1619 E Independence St.</i>	IRS Form 1099 Mailing Address <i>1619 E Independence St.</i>
City, State, Zip Code <i>Springfield, MO, 65804</i>	City, State, Zip Code <i>Springfield, MO, 65804</i>

Contact Person Brian Stone	Email Address: brianstone@kw.com
Phone Number +1 417 234 5579	Fax Number: <i>417 - 883 - 4929</i>
Authorized Signature  <i>Brian Stone</i>	Date 5/5/2022 12:55 PM PDT

BIDDERS NAME: Brian Stone**CONTRACTOR REFERENCE INFORMATION****List three (3) business references with similar scope and size of this project:****1st**

Company Name:		Representative Name: Lee Hendrix	
<u>180 West Castlegate Drive</u>	<u>Ozark</u>	<u>MO</u>	<u>65721</u>
Address	City	State	Zip
		<u>+1 417 268 8240</u>	
Business Phone	Business Fax	Cellular Phone	
<u>Leehendrix11@gmail.com</u>			
email address if available			

2nd

Company Name:		Representative Name: Kevin and Darcy DeMera	
<u>3155 East Washita Street</u>	<u>Springfield</u>	<u>MO</u>	<u>65804</u>
Address	City	State	Zip
<u>Darcy +1 417 466 8413</u>			<u>Kevin +1 417 689 9464</u>
Business Phone	Business Fax	Cellular Phone	
<u>kevindemera@verizon.net</u>	<u>darcydemera@verizon.net</u>		
email address if available			

3rd

Company Name:		Representative Name: Donald Klepper	
<u>2925 East Battlefield, Suite 111</u>	<u>Springfield</u>	<u>MO</u>	<u>65804</u>
Address	City	State	Zip
<u>+1 417 447 2767</u>	<u>+1 418 447 9767</u>	<u>+1 417 827 6275</u>	
Business Phone	Business Fax	Cellular Phone	
<u>donklepper@kw.com</u>			
email address if available			

Contact Information:

Please contact the Purchasing Agent, Kim Hopkins-Will, with any questions at 417-582-4309 or khopkins@christiancountymo.gov regarding this solicitation.

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS

Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Lynn Morris, Eastern Commissioner

IV. BID FORM

The bidder proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, bonds, insurance, and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below.

Services & Fees

1. Submit your proposed terms and fee schedule, including commission rates and any other costs associated with the sale of properties;
2. Any fees not associated with item 1 under Services & Fees.

A. QUESTIONS/REQUESTS FOR SUBMITTAL

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
 - Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP.
 - Provide the project manager name, contact information and provide a copy of his resume.
 - Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
 - Provide any certifications you may have for the industry standards.
 - General company information (years in business, name changes, etc.)
 - Information on applicable prior projects completed for Christian County Commission.
- A. Arbitration/Litigation: List all projects undertaken in the last 3 years which have resulted in partial or final settlement of the contract y arbitration or litigation. Provide for each project:
 - a. Name of client and project
 - b. Original contract amount.
 - c. Total claims arbitrate or litigated
 - d. Amount of settlement of claims.

SUBCONTRACTORS

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier.

List items to be subcontracted with proposed subcontractor (if applicable):

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued. You may contact the Purchasing Agent or review the county website at:

<https://www.christiancountymo.gov/bidding-opportunities/>

V. BID SPECIFICATIONS

Vendor must be in business for no less than five years in the real estate industry, specifically selling and buying commercial real estate. Background checks may be required.

The responses should be as detailed as possible in addressing how all services are to be provided and by whom including services to be performed by third parties, but which may be coordinated by the Respondent.

Please provide details regarding how the Respondent will:

1. Identify properties;
2. Evaluate the financial and physical condition of properties;
3. Provide market analysis;
4. Market properties for sale and identify potential purchasers or lessees;
5. Determine public or private incentives;
6. Assist in transaction negotiations; and
7. Assist in post-transaction activities.

Qualifications, Experience & References

Please provide the following information in your submittal:

1. Broker must be a licensed Real Estate Broker in good standing with the State of Missouri;
2. Broker must have a local office located within 30 miles of Ozark, Missouri;
3. Describe the Respondent's historical experience, if any, in working with or serving Christian County Government;
4. Describe the Respondent's experience in working with other state or federal governmental entities in carrying out tasks similar in nature as the services to be conducted under this RFP;
5. Respondent must provide Christian County with a minimum of two (2) references from entities for which Respondent has performed research and/or consulting work in the past.

Other Information

1. Detail and discuss any other information not specifically covered or requested by this RFP which Respondent requests Christian County's consideration in selection.

If your firm would like to be considered for these consulting services, you may express your interest by responding to the Christian County Purchasing Agent's Office. Limit your letter of interest to **no more than eight (8) pages**. This letter should include a statement to indicate your firm's understanding of the needs of Christian County. It should also include any other information which might help us in the selection process, including key personnel, and the backgrounds of those individuals, experience with Government and/or public sector real estate services.

NOTICE: For the purpose of transparency and in an effort to prevent any real or perceived unfair advantage, all questions or requests for additional information submitted to Christian County regarding this RFP and the corresponding answers will be published on Christian County's website or otherwise made available to all Respondents.

Interviews, Discussions and Negotiations

Christian County may interview none, one, some, or all of the Respondents who submit their qualifications. RFQ responses may be evaluated and the award of a Final Contract may be granted with or without discussions with Respondents. The County reserves the right to request additional information from any or all Respondents.

VI. EXHIBITS

A. E-VERIFY AFFIDAVIT OF COMPLIANCE

B. ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Kim Hopkins-Will – Purchasing Agent

(417) 582-4309

khopkins@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 4)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 5)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 20)	✓
E-Verify Affidavit (requested upon award) EXHIBIT A	✓
E-Verify MOU Signature Page (requested upon award)	✓
Anti-Discrimination Against Israel Act Affidavit (requested upon award) EXHIBIT B	✓
I am including one (1) unbound original and four (4) copies of my bid for a total of five (5) documents.	✓
I have filled out the BID FORM (Page 23)	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope “RFP #2022-9 REAL ESTATE SERVICES– BID DOCUMENTS - DO NOT OPEN”. (Page 5)	✓

END OF DOCUMENT

EXHIBIT A

CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)
who is _____ (Title) of _____
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

EXHIBIT B

**AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.**

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,
State of _____, personally appeared _____ (Name) who is
_____ (Title) of _____ (Name of company)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires:

END OF DOCUMENT



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

ADDENDUM NUMBER 01 REQUEST FOR PROPOSAL #2022-9 COMMERCIAL REAL ESTATE SERVICES

CONTACT: Kim Hopkins-Will, NIGP-CPP, CPPO, CPPB
Purchasing Agent
ADDRESS: Christian County Government
100 W. Church St., Room 100
Ozark, MO 65721
PHONE: (417) 582-4309
EMAIL: khopkins@christiancountymo.gov

TO PROSPECTIVE BIDDERS: The original Invitation to Bid documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

Please note that the opening date has been **extended to Friday, May 6, 2022, at 2:00 p.m.**

The following are questions submitted by prospective bidders and the official response from Christian County.

Question 1: Are there any properties that you wish to sell now?

Answer 1: Over the next 12 to 18 months the County will be exploring the option of selling multiple commercially zoned properties. The County Commission's intention is to have a realtor selected and prepared to market those properties immediately when a decision is made to move forward.

Question 2: Are there any properties that you wish to buy now?

Answer 2: No

All else remains the same.

ACKNOWLEDGMENT: Acknowledge this Addendum 01 by signing below and returning it with your bid.

Company Name: Keller Williams Realty

c/o: _____

(Name of Agent or Sales Rep)

Title: Brian Stone

Signature: 

Date: 5/5/2022 | 12:56 PM PDT

END OF DOCUMENT

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Stone Realty Group LLC

1619 E Independence St.
Springfield, MO 65804
(417) 234-5579

Commercial Real Estate Services Bid

6th May 2022

OVERVIEW

The purpose of this bid is to provide an overview of available services to be provided to Christian County and its representatives by Stone Realty Group LLC upon acceptance. Stone Realty Group shall not be limited to the services described and is willing to provide any additional real estate services both residential and commercial in the State of Missouri.

ABOUT THE OWNER

The owner of Stone Realty Group, Brian Stone, received his real estate license in 2017 and his brokerage license in 2019. He . With being Sensible, for giving a good reason or purpose to clients. Ethical by providing our professional knowledge with principles of morality. Genuine in every interaction that we make, putting people first before anything else. In Stone Realty Group, Integrity is highly adhered to our values, taking ownership and consistency in everything we do. Transparency in communication will always be present during transactions, over communicating is better than under communication as we are always in your corner to help and make things simpler for you.

ABOUT KELLER WILLIAMS WORLDWIDE

Talent. Drive. Innovation. Service.

We have what it takes to push real estate forward. Our best-in-class service disrupts the status quo. With expertise in real estate, entrepreneurship, technology, and more, our leaders have the tools to clear a path toward success. At Keller Williams, we're focused on building technology that's smart and human, empowering you to be more and earn more. Adding franchises to new countries year after year, we're proving that real estate and homeownership are universal values without bounds or borders.

ABOUT KELLER WILLIAMS COMMERCIAL

Agents and brokers at KW Commercial are supported with the most innovative and scalable technology that the commercial real estate industry has to offer. Our commercial team consists of knowledgeable, results-driven individuals who aim to provide clients with one-of-a-kind experiences. We understand that choosing the right agent for you can be tough, which is why KW Commercial strives to make it easier. Take comfort in knowing that at KW Commercial you are not simply working with one individual; you are championed by a vast network of dedicated commercial real estate professionals.

We are in this together and together we will win.

- We are an agent-centric company offering an industry-unique business model.
- Our KW Commercial agents and brokers exceed our clients' needs in several commercial real estate sectors worldwide, whether it is an investment, retail office, hospitality, or industrial real estate.
- We provide our associates with the training, technology, marketing tools, and resources to serve their clients at the highest level.
- KW Commercial offers associates unparalleled career growth and lifelong learning opportunities in the real estate industry.
- Our culture creates a sense of family and community that is rare and unique in the commercial real estate industry. When you're here, you're family.

OUR MISSION

To build careers worth having, businesses worth owning, lives worth living, experiences worth giving, and legacies worth leaving.

OUR VISION

To be the real estate company of choice for agents and their customers.

OUR PERSPECTIVE

A technology company that provides the real estate platform that our agents' buyers and sellers prefer. Keller Williams thinks like a top producer, acts like a trainer-consultant, and focuses all its activities on service, productivity, and profitability.

OUR BELIEFS

Win-Win: or no deal

Integrity: do the right thing

Customers: always come first

Commitment: in all things

Communication: seek first to understand

Creativity: ideas before results

Teamwork: together everyone achieves more

Trust: starts with honesty

Equity: opportunities for all

Success: results through people

EVALUATION CRITERIA

UNDERSTANDING OF SERVICES

Stone Realty Group provides world class service in a range of services relating to the provision of property. As a real estate group in Keller Williams Realty, you will have access to over 170,000 associates across the country to help you buy and sell commercial properties. With the technology that Keller Williams has, we are leading the way in how homes are sold and purchased through online marketing. Our KWLS listings will be displayed on over 800 websites Worldwide.

PERSONNEL QUALIFICATIONS and PAST PERFORMANCE

Brian Stone, Team Owner/Lead Listing Agent: Prior to being the owner of Stone Realty Group, Brian worked in Human Resources for 8 years and specialized in business consulting for a fortune five company. He is a real estate instructor for life learning, a real estate coach since 2020 which included helping his coaching clients close over 100 properties and over 14 million in volume. Brian has also personally sold over 200 properties working as a real estate agent. Communication is a priority for Brian both personally and professionally. He enjoys being helpful,

providing a tangible service, and relating to people in a respectful and purposeful manner. As an independent decision maker, Brian proceeds prudently, as he is a careful and cautious person who strives to realize positive and predictable outcomes. When addressing problems, he looks to established precedents and well-proven methods. Brian is a friendly and responsive individual. He will enjoy working with others and will move at a steady pace to accomplish his goals. He will require a degree of independence and latitude. He solves problems very quickly, but maintains good behavioral control and self-discipline. He has good tolerance for unstructured jobs that allow him to set his own priorities.

Evan Van Ostran, Lead Agent: Evan served for 12 years in the United States Military prior to entering real estate in 2019. Evan found himself in real estate in order to have the opportunity to serve the country and the people once again, he will act in your best interest at all times with loyalty and duty, values which were instilled in Evan during the time of his service. He is highly responsive and has a natural tendency to readily express his opinions. Evan is best suited for a position that involves a high degree of people contact, multiple activities and a fast paced environment. Being a realtor for him is a natural fit and allows him to continue to serve as he takes pride in giving back to people and to the veteran community.

Noel Collins, Buyer's Agent: Noel received her license this year, 2022. Despite being new to the industry, she is not new to helping others. With her background in hospitality, clients receive a knowledgeable and professional real estate agent, a committed ally to negotiate on their behalf, the systems in place to streamline and the backing of a trusted company. As Noel has the ability to take action and work with others, she prefers to work at a fast pace with multiple activities. She is a highly responsive individual, thoughtful and accommodating with people. She is socially positive and receptive, confident in interacting with people on a cooperative basis, functioning as a reliable information resource.

Francesca Villaruel, Executive administrator: of Stone Realty Group. She is a reserved individual who is compatible with work requiring a degree of structure. Highly responsive, prefers to work at a quick and steady pace. Given that she has a background in Customer Service for 4 years before entering the real estate administration field. A quick learner that is versatile, takes a more cooperative approach than authoritative approach, regularly looks for potential problems that may worry her impact on work. Solves problems quickly and likes to have multiple problems and challenges at work, able to think through larger and more complex problems when necessary.

Maria Galgano, Field Agent: Maria focuses on assisting the team by showing properties to clients and assisting in the field, she works best in a position that has clear-cut guidelines and procedures. Maria is an assertive, goal-directed person who is eager to undertake new challenges as she is very adaptable socially, values stability and order and likes consistency more than rapid change. Maria is comfortable working with and through others to realize objectives.

MEET THE TEAM

From Left to right; Brian Stone, Evan Van Ostran and Noel Collins



PROPOSED FEE STRUCTURE

Stone Realty Group operates under a completely Open Book policy, with all procedures, and finances. We believe this structure provides great value to the individual agent by allowing the agent to keep a high percentage of their commission while taking full advantage of the systems provided by Stone Realty Group. With Listings, there is a 6% total commission. Splitting it into 3% for the listing side and 3% on the buy side, along with a \$350 transaction fee. The transaction fee of \$350 is primarily charged to cover the payment of Stone Realty Group's Transaction Coordinator. We have attached a sample listing contract for future reference. Stone Realty Group is in syndication of local/national mls, with professional photography, marketing and use of targeted social media platforms.

GENERAL EXPERIENCE OF FIRM/REFERENCES

While Stone Realty Group's focus has been in residential sales, the team is still versed in commercial contracts, commercial property, and raw land. However, Stone Realty Group does not transact in commercial leasing or property management. The intent of Stone Realty Group is to assign/hire an agent to exclusively work on behalf of Christian County if this formal bid is awarded to ensure the highest level of service and streamline communication throughout the process.

ACCESSIBILITY OF FIRM & STAFF

Stone Realty Group prides themselves in accessibility by offering all information consistently and in an open format, ensuring that Stone Realty Group is accessible to everyone, being responsive and reachable to all. Having the skills, qualities and qualifications that would make Stone Realty Group the best fit for the bid. Our Executive Admin's working hours are from Monday - Friday , 8:30 am until 4:30 pm. While Brian Stone, Evan Van Ostran and Noel Collins are available anytime with proper notice, including weekends and evening as needed. Being in Real Estate sales, Stone Realty Group works when most people don't.



Seller's Agency Exclusive Agency Agreement

(Commercial or Industrial Property)

This document has legal consequences. If you do not understand it, consult your attorney

Effective Date _____, 20____

In consideration of your efforts to find a buyer for the property described at item 8 of the General Conditions below (the "Property"), _____ ("Owner") appoints Keller Williams ("REALTOR®"), as the sole and exclusive agent with exclusive right to sell, reserving the right for Owner to sell the Property, for the period beginning with the Effective Date set forth above and ending at _____ .m. on the _____ day of _____, 20____, on the terms set forth below.

DISCLOSURE OF PENDING OFFERS. Owner (check one) ☐ DOES ☐ DOES NOT direct REALTOR® to disclose the existence of pending offers on the Property.

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Owner (check one) ☐ IS ☐ IS NOT a party to any other exclusive representation agreement with respect to the Property. If Owner is a party to another exclusive representation agreement, such agreement ends (date) _____.

MOTIVATING FACTORS. Owner (check one) ☐ DOES ☐ DOES NOT consent to REALTOR® disclosing the following motivating factors for Owner in selling the Property: _____

BROKER COOPERATION AND COMPENSATION POLICY.

REALTOR®'s company policy authorizes REALTOR® or REALTOR®'s representatives to cooperate with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 R.S.Mo. (Insert compensation amounts or percentages [or "zero"] below to indicate that such cooperation is authorized by REALTOR®'s company policy. Insert "N/A" below to indicate that such cooperation is not authorized, whether by company policy or otherwise).

If REALTOR®'s company policy authorizes any such cooperation, then the amount of compensation that will be offered by REALTOR® shall be as follows (indicate a specific dollar amount, or the percentage of sale price, that will be offered for each applicable cooperating brokerage relationship. Also specify if REALTOR®'s company policy regarding compensation differs as to brokers who are not members of REALTOR®'s local Board of REALTORS®; excludes particular brokers, whether or not members of REALTOR®'s local Board of REALTORS®; or is otherwise limited):

\$_____ or 3____% of sale price to subagents of REALTOR®; (i.e., limited agents representing Owner);
 \$_____ or 3____% of sale price to buyer's agents; (i.e., limited agents representing prospective buyers);
 \$_____ or 3____% of sale price to transaction brokers; (i.e., neutral licensees representing neither party).

☐ (check only if applicable) REALTOR®'s offer of compensation is not available to brokers other than members of REALTOR®'s local Board of REALTORS®; excludes specific brokers; or is otherwise limited (explain): _____

(Note: Even if compensated by Broker or Owner, it is understood that cooperating agents or brokers may represent the interests of buyers only).

GENERAL CONDITIONS

1. REALTOR® will use its best efforts to sell the Property at the sale price and on the terms listed below or later agreed upon and to advertise the Property for sale by placing, consistent with the rights of existing tenants, if any, an attractive sign or signs on the Property and Owner will immediately remove any other "For Sale" signs.

2. REALTOR® will cooperate with other brokers acting pursuant to any brokerage relationship in accordance with REALTOR®'s company policy, as set forth above, so that the Property will receive maximum exposure. REALTOR® may compensate any such cooperating broker from the single commission paid by Owner.

3. Owner will pay REALTOR® a compensation of (Specify specific dollar amount or percentage of sale price) 6% to be received when and if REALTOR® produces a prospect ready, willing, and able to purchase the Property at the sale price and on the terms listed below or later agreed upon, and the prospect indicates in writing an intention to purchase the Property, with the parties recognizing that REALTOR® is not authorized to bind Owner to execute a sale contract unless so authorized by Owner, in writing. If a deposit is made on a sale and is then forfeited, one-half of the deposit (not to exceed the compensation which REALTOR®

would have been otherwise entitled to receive) will be paid to or retained by (as the case may be) REALTOR®. In addition, Owner agrees to pay REALTOR® a marketing fee of (insert dollar amount, or "N/A" if not applicable) \$ 350 on (check one) ☐ the date of this Agreement; ☒ the date that the other compensation above provided becomes payable; or ☐ not applicable.

4. Owner will pay REALTOR® the above compensation if the Property is sold or exchanged by Owner or any other person during the term of this Agreement or if a sale or exchange is made, directly or indirectly, within _____ days after the expiration of this Agreement or any extension hereof, to any person to whom REALTOR® has submitted the Property and whose name was disclosed to Owner, in writing, by registered or certified mail within 10 days after the expiration of this Agreement or any extension hereof.

5. Owner will refer all inquiries and prospects Owner receives from other brokers, to REALTOR®, and Owner does hereby give permission to REALTOR® to enter the Property at reasonable times to show it to prospects.

6. REALTOR® may enforce this Agreement against Owner and Owner's administrators, executors, personal representatives, heirs, successors and assigns.

7. LEAD-BASED PAINT DISCLOSURE. (Check A or B)

☐ A. Owner represents and warrants that the sale or lease of the above Property is exempt from the disclosure obligations under 42 U.S.C. 4852d because (1) the Property is not residential real property or (2) the Property was constructed in 1978 or later, or (3) other (Describe) _____

☐ B. The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. (See Attached Lead-Based Paint Disclosure Form)

8. PROPERTY, SALE PRICE AND TERMS.

a. Legal Description:

b. Street Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

c. Lot Size: _____ d. Building Size: _____

[All figures and measurements are approximate]

e. Sale Price: \$ _____

f. Other Terms: _____

9. **DEFAULT/REMEDIES.** If Owner shall breach this Agreement or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this section shall survive the expiration of any earlier termination of this Agreement.

10. **SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Agreement may be made via the email addresses set forth below (mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).

11. **EQUAL OPPORTUNITY.** The Property shall be offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws.

12. CONSENT TO BROKERAGE RELATIONSHIPS.

A. **Seller's Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Agreement, REALTOR® will be acting in the capacity of Owner's agent, with the duties and obligations of a seller's agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective buyer may engage REALTOR® to act in one of several possible capacities with respect to that buyer, depending on what brokerage relationships are permitted by REALTOR®'s company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of

REALTOR®'s brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

B. Conversion to Dual Agency Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent.

If a prospective buyer has engaged REALTOR® to act in the capacity of a buyer's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the buyer, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below.

Does Owner consent to REALTOR® representing both Owner and a buyer as a dual agent? (*Check one of the following*): ☒ Yes ☐ No ☐ Not applicable because dual agency is not offered by REALTOR®'s company policy.

C. Designated Agents for Seller and Buyer; Possible Conversion to Dual Agency. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to represent Owner as limited agent(s), to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated agent(s)? (*Check one of the following*):

☒ Yes ☐ No ☐ Not applicable because designated agency is not offered by REALTOR®'s company policy.

An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who personally represents both Owner and the buyer in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Buyer to Act as Buyer's Agent or Transaction Broker. If a prospective buyer has engaged REALTOR® to act in the capacity of buyer's agent or transaction broker, Missouri law permits REALTOR® to show the Property to and otherwise assist the buyer, as a transaction broker assisting both Owner and the buyer without an agency relationship to either of them, with the written consent of all parties. In such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage.

Does Owner consent to REALTOR® assisting both Owner and a buyer as a transaction broker? (*Check one of the following*): ☒ Yes ☐ No ☐ Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

E. Designated Transaction Brokers for Seller and Buyer; Possible Conversion to Transaction Brokerage. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees.

Does Owner consent to REALTOR®'s appointment of designated transaction broker(s)? (*Check one of the following*): ☒ Yes ☐ No ☐ Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

13. MREC DISCLOSURE FORM: Owner acknowledges receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before the date hereof or upon REALTOR® taking any personal or financial information from Owner, whichever occurred first.

14. MINIMUM BROKERAGE SERVICES (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to buy, sell, or lease Owner's Property;
2. Assist Owner or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices, and contingencies.

15. FRANCHISE DISCLOSURE. (REALTOR® to check box only if applicable).

☒ REALTOR® is a member of a franchise and pursuant to the terms of its franchise agreement, the franchisor has no legal liability for the actions of REALTOR®, despite its use of franchisor's trade name or insignia.

LISTING ACCEPTED

By signing below, Owner indicates that Owner has ACCEPTED this Agreement and acknowledges receipt of one (1) copy hereof.

Keller Williams

Listing REALTOR®'s Firm Name

DocuSigned by:

By:

*Brian Stone*Print Name: Brian StoneEmail Address: brianstone@kw.comDate: 5/6/2022 | 8:58 AM PDTAddress: 1619 E Independence St.Springfield MO 65804Phone: 417-234-5579**Owner (If a Corporation)**

By: _____

Title: _____

Print Name: _____

Email Address: _____

Date: _____

Owner (If individual(s))

Print Name: _____

Email Address: _____

Date: _____

Print Name: _____

Email Address: _____

Date: _____

Owner's Address: _____

Phone: _____

Fax: _____

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Agreement, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Agreement be made.

Last Revised 12/31/18

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SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(A) To perform the terms of the written agreement made with the client;

(B) To exercise reasonable skill and care for the client;

(C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:

(i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;

(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;

(iii) Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and

(iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.

(D) To account in a timely manner for all money and property received;

(E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and

(F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted disclosure.

3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent inspector.

4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the client.

5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:

(A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;

(B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;

(C) What the motivating factors are for any client buying, selling, or leasing the Property;

(D) That a client will agree to financing terms other than those offered; and

(E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.
2. A transaction broker shall have the following duties and obligations:
 - (A) To perform the terms of any written or oral agreement made with any party to the transaction;
 - (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - (i) Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - (iii) Accounting in a timely manner for all money and property received;
 - (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - (v) Assisting the parties in complying with the terms and conditions of any contract;
 - (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;
 - (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - (C) What the motivating factors are for any party buying, selling or leasing the Property;
 - (D) That a seller or buyer will agree to financing terms other than those offered;
 - (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.
4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - (B) List competing properties for sale or lease;
 - (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.
11. A transaction broker shall:
 - (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
 - (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.