



CONTRACT RENEWAL

#5335-24-DH

Date: November 7, 2023
Firm: Bray Commercial, LLC
Description: 3rd and Final Year Contract Renewal for Real Estate Broker Services for the City of Grand Junction, CO

Congratulations, Bray Commercial, LLC has been awarded the 3rd and final year renewal option for contract #5335-24-DH, Real Estate Broker Services for the City of Grand Junction, CO.

Bray Commercial, LLC shall provide to the City of Grand Junction the products and/or services set forth in the Contract Documents dated December 3, 2020, for Solicitation RFP-4832-20-DH, for Real Estate Boker Services for the City of Grand Junction, CO as per the original contract documents. This renewal shall cover the 2024 calendar year.

Please provide the current ACORD Insurance Certificate to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F799E7D66F44BC...

Duane Hoff, Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Bray Commercial, LLC

By: DocuSigned by:
Michelle Urlacher
4736CEA364E4125...

Name: Michelle Urlacher michelle@brayandco.com

Title: President

Date: 11/7/2023



CONTRACT RENEWAL

#5188-23-DH

Date: January 19, 2023

Supplier: Bray Commercial, LLC

Project: 2nd Year Contract Renewal for Real Estate Broker Services for the City of Grand Junction, CO

Congratulations, you have been awarded the 2nd year renewal option for contract #5188-23-DH Real Estate Broker Services for the City of Grand Junction, CO, dated January 19, 2023.

The Firm shall provide to City of Grand Junction the products and/or services set forth in the Contract Documents dated December 3, 2020 for Solicitation No. RFP-4832-20-DH for Real Estate Broker Services for the City of Grand Junction, CO, as per the original contract documents. This renewal shall cover the entire 2023 calendar year.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.

Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Bray Commercial, LLC

By: DocuSigned by:
Michelle Urdader - President, Bray Commercial, LLC

Title: President

Date: 1/25/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 3rd day of December, 2020 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Bray Commercial, LLC** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Real Estate Broker Services for the City of Grand Junction, CO RFP-4832-20-DH**.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

Contract shall commence January 1, 2021 and will run through December 31, 2021. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;

- b. Solicitation Documents for the Project; **Real Estate Broker Services for the City of Grand Junction, CO;**
- c. Firms Response to the Solicitation;
- d. Services Change Requests (directing that changed Services be performed);
- e. Amendments.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the rate amounts as stated in the Firm's submitted proposal response. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Amendment or other written directive of the Owner. The Owner shall not issue a Amendment or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall

not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 12/10/2020 | 08:47 MST
Duane Hoff Jr., Senior Buyer Date

Bray Commercial, LLC

DocuSigned by:
By: Robert Bray - Bray Commercial Managing Broker, Bray Commercial, LLC
Robert Bray - Bray Commercial Managing Broker, Bray Commercial, LLC Date



**Request for Proposal
RFP-4832-20-DH**

**Real Estate Broker Services for
the City of Grand Junction, CO**

RESPONSES DUE:

October 1, 2020 prior to 3:00 PM

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide real estate broker services for the City of Grand Junction.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).*** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline

date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

2.3. Permits, Fees, & Notices: The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The

Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.20.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this

proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.43. Definitions:

- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "Firm" is the person, organization, firm or Firm identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

- 2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations

assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

41. General/Background:

The City of Grand Junction is requesting proposals from local commercial real estate

brokers/firms to assist with the purchase, sale, lease or other transactions involving City real estate. The City seeks fair market value compensation, and will work with the selected broker to develop a strategic plan to achieve this goal. All potential transactions must be submitted for City Council approval prior to closing. It is the intent of this RFP to award the successful broker/firm an independent service contract to provide real estate services to the City as outlined herein.

The selected broker will be expected to coordinate work on transactions with the City's counsel and staff. The selected broker will also communicate with the City Council when required. The City of Grand Junction reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this request for proposal. Any desire to modify terms of the contract must be clearly and specifically stated in the proposal submitted and agreed to by the City before a contract is executed.

4.2. Special Conditions/Provisions:

4.2.1 Fees: Fee proposal shall be all inclusive. Provide a complete list of all Fees associated including commission rate for the selling of property. State any other costs the City may anticipate relating to the real estate services provided.

All fees will be considered by the Owner to be negotiable.

4.3. Scope of Services: The successful firm shall agree to contract with the City of Grand Junction to provide the following:

- Develop and implement marketing strategies for sale of property to yield the highest financial benefits for the City;
- Provide reporting to the Project Manager regarding current/new marketing efforts, contacts/leads, and other developments;
- Maintain timely telephone and/or email contact with the Project Manager when there are active interests and transactions;
- Consult with the City staff relating to services provided. Presentations at public meetings may be required;
- Negotiate with potential buyers on behalf of the City;
- Coordinate with City legal counsel on real estate transaction closing(s);
- Handle all other activities and services customarily associated with real estate Transactions.

4.4. RFP Tentative Time Schedule:

- | | |
|--|--------------------|
| • Request for Proposal available | September 14, 2020 |
| • Inquiry deadline, no questions after this date | September 25, 2020 |
| • Addendum Posted | September 28, 2020 |

- Submittal deadline for proposals October 1, 2020
- Owner evaluation of proposals October 2 – 13, 2020
- Interviews (if required) October 20, 2020
- Final selection October 23, 2020
- Letter of Intent October 23, 2020
- Contract execution October 30, 2020

4.5. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in contract agreements of similar scope and size.
- E. Fee Proposal:** Fee proposal shall be all inclusive. Provide a complete list of all Fees associated including commission rate for the selling of property. State any other costs the City may anticipate relating to the real estate services provided. All fees will be considered by the Owner to be negotiable.
- F. Financial Statements:** Should a proposal be selected for an interview, the City may request the proposer provide a financial statement. Any financial statement would be required to be prepared by a certified public accountant, for their prior fiscal year, consisting of a balance

sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

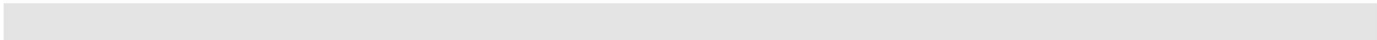
- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- **Responsiveness of Submittal to the RFP**
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the Project and Objectives**
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation/Marketing Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation/Marketing Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided, complete, comprehensive, and reasonable.)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.
- 

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4832-20-DH Real Estate Broker Services for the City of Grand Junction, CO

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: September 30, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Real Estate Broker Services for the City of Grand Junction, CO RFP-4832-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **The Responses Due date and time shall be extended to October 9, 2020 prior to 3:00pm.**
2. Section 4.4 RFP Tentative Time Schedule shall up updated/modified as follows:

RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available | September 14, 2020 |
| • Inquiry deadline, no questions after this date | September 25, 2020 |
| • Addendum Posted | October 1, 2020 |
| • Submittal deadline for proposals | October 9, 2020 |
| • Owner evaluation of proposals | October 12 – 16, 2020 |
| • Interviews (if required) | October 22, 2020 |
| • Final selection | October 26, 2020 |
| • Letter of Intent | October 27, 2020 |
| • Contract execution | October 30, 2020 |

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: October 1, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Real Estate Broker Services for the City of Grand Junction, CO RFP-4832-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q. Page 11, Section 3.1:** Will a Certificate of Insurance be required in our proposal?

A. No, a Certificate of Insurance will not be required at the time of proposal submission. Only the awarded firm will be required to provide a Certificate of Insurance upon contract signing.

2. **Q. Pages 12-13, Section 4.1:** Will the City seriously consider a proposal that would use a public auction format to sell real estate *and if not, why not?*

A. The City is seeking a firm that can best meet the needs/requirements of the Scope of Services as stated in the solicitation documents. The City is open to options for real estate broker services.

3. **Q. Pages 12-13, Section 4.1:** Does the City have a list of properties it wishes to sell once this contract is executed and if so, can we have a copy of that list so that we can review the properties as part of our proposal?

A. The only property contemplated for sale at this point is 2982 Patterson Rd, Grand Junction, CO.

4. **Q. Page 13, Section 4.2.1:** Will the City be willing to reimburse us for our pre-budgeted and pre-approved (by the City) out-of-pocket marketing and advertising costs to sell its properties?

A. The contract costs associated with the required services shall be paid based both upon the Firm's submitted fee proposal and any negotiated portions of the fee proposal that are incorporated into the contract.

5. **Q. Page 16, Section 6.2:** Is there any kind of scoring matrix to objectively determine the highest scoring proposal, or is the decision purely subjective based on the factors listed and the feelings of

the reviewers? Without some sort of objective scoring matrix, this decision could be highly subjective and subject to biases of each reviewer. Please clarify.

A. Yes. The initial proposal evaluation is based on a scoring matrix for each of the evaluation criteria stated in Section 6.0 Evaluation Criteria and Factors. Each criterion has a scoring range of 1-10 (1 being the lowest score, and 10 being the highest score). Based on these scores, and proposal discussions, the evaluation committee determines if interviews are needed to make an award, and if so, are also taken into consideration along with other stated factors, as per the previously mentioned Section.

6. Q. **General:** Is there a current incumbent real estate brokerage/brokerage firm under contract to the City and if so, which firm is it?

A. No.

7. Q. **General:** Has the City discussed any of the properties contemplated to be sold, acquired or leased with any broker or brokerage firm prior to the issuance of this RFP and if so, which broker(s) and/or brokerage firm(s)?

A. Past discussions regarding the past sales or potential sales of any City properties has no bearing on this proposal. However, any firm may request an Open Records Request from the City of Grand Junction Records Manager.

8. Q. **General:** Has the City employed any broker or brokerage firm to assist it in drafting and issuing this RFP and if so, which broker(s) and/or brokerage firm(s).

A. No.

9. Q. **General:** Which broker(s) and/or brokerage firm(s) has the City employed within the past 10 years?

A. See answer to question 7.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



244 N 7th Street | Grand Junction, CO 81501
Direct (970) 241-2909 | Facsimile (970) 241-6223

RFP-4832-20-DH

Real Estate Broker Services for the City of Grand Junction, CO

October 1, 2020

Dear Selection Committee,

Thank you for the opportunity to present our offerings for consideration of award for Real Estate Broker Services for the City of Grand Junction, CO. Bray Commercial is very interested in working with the City of Grand Junction to help with you in this project and represent you with your real estate needs.

Bray Commercial Real Estate has built its success in the local Colorado commercial real estate market for over 70 years. **Our promise: To earn the trust of our clients every day.** Bray Commercial offers single-point, comprehensive services to our clients: a gateway to solutions tailored to fit our clients' unique real estate needs. Bray Commercial is unique in that our team of eight associates only focus on commercial real estate and is thus very highly skilled and focused to give our commercial clients what they need. Our associates are full time working in the industry.

Bray Commercial is well qualified to consult and it would be a privilege to assist the City with its goals and objectives related to purchase, sale and leasing or other activities involving City real estate.

To provide a seamless process we have identified a team of our agents that will be the primary contact to provide the best service to the City, though all associates listed will be available for you as needed and all are available to make presentations on behalf of the firm.

Primary Team Contacts:


Theresa Englbrecht
Commercial Broker
244 N. 7th Street
Grand Junction, CO 81501
Office: (970) 241-2909
Cell: (970) 201-1849
Theresa@brayandco.com



Max Taylor
Commercial Broker
244 N. 7th Street
Grand Junction, CO 81501
Office: (970) 241-2909
Cell: (970) 216-0544
Max@brayandco.com

Bray Commercial Managing Broker (authority to make formal commitments on behalf of the firm)


Robert Bray
1015 N 7th Street
Grand Junction, CO 81501
Office: (970) 242-3647
Robert@brayandco.com

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 Strategy and Implementation Plan6
 References7
 Fee Proposal8

Qualifications/Experience/Credentials

Local Commercial Market Experts

- Full-time, experienced agents work **exclusively** with Commercial Sales and Leasing
- Seasoned professional agents represent 90+ years of experience in commercial real estate
- We negotiate and execute the sales or lease contract and coordinate all closing issues including contingencies, lender needs, or inspection items for a smooth transaction
- The Bray Commercial Quarterly Report tracks trends and information important to local business investors

2nd QUARTER 2020 COMMERCIAL REPORT
 MESA COUNTY - GRAND JUNCTION, FRUITA, PALISADE, CLIFTON, DEERUE, COLLBRAN

IN FOCUS: JUMP START PROGRAM & BILL HB20-1003

TIME FRAME: The Rural Jump Start program was originally slated to only be five years. New bill extended it for five more years.

COMPETITION CLAUSE: The competition clause originally stated that a business applying for the RJS could not be in direct competition with any other Jump Start Business in Colorado. Now it has changed to be within the contiguous county where the business is located i.e., no other Jump Start business in Mesa County can compete with another Jump Start business in Mesa County.

MESA COUNTY 1ST & 2ND QUARTER COMMERCIAL SALES

CURRENT AND PAST JUMP START MESA COUNTY PARTICIPANTS

JABIL, FHE, ProStar, Kaart, Dude Solutions, CERTEK HEATING SOLUTIONS, VISUAL GLOBE, Violet Gro

2020 2ND QUARTER NOTABLE SALES

RETAIL	ACRES	ADDRESS	PRICE	DATE	DESCRIPTION	SQFT	\$/SQFT
H Motel	0.3	253 HIGHWAY 6 AND 50	\$562,500	4/15/20	MOTEL	10912	\$51.64
Jct Square Plaza	0	119 N 7TH ST	\$275,000	5/1/20	RESTAURANT	2304	\$119.36
Subway	4.9	2512 BROADWAY	\$4,300,000	5/8/20	XLG RETAIL	81954	\$95.42
INDUSTRIAL							
Source Gas	9.7	828 21 1/2 RD	\$1,300,000	4/23/20	LARGE SHV/OPP	12332	\$105.42
LAND							
Teller Arms Movie Theater	1.1	2790 BELFORD AVE	\$217,800	5/19/20	N/A	198,000	\$4.95
MULTIFAMILY							
Junction West RV Park	9.2	793 22 RD	\$4,500,000	4/6/20	R.V. PARK	78	\$55,125.21

Theresa Englebrecht



Theresa is an experienced professional with an impressive record of success. Described as organized, competent, and resourceful, Theresa has both the market knowledge and focused determination to make your commercial real estate endeavor a success.

Theresa has experience in commercial and industrial building sales and leasing, as well as land sales and investment property acquisition and sales. Her extensive knowledge of the local market leads to profitable results for a wide variety of clients.

With her strong background in engineering and industrial management, Theresa brings a level of confidence and understanding to industrial real estate projects that will give you an edge; knowing that your transaction will be handled knowledgeably and efficiently.

Since starting her career with Bray Commercial in 2016, Theresa has averaged \$14 Million in sales and leasing volume. Theresa has experience working on several deals with government sales and leasing, including the most recently with the State of Colorado.

Education

Bachelor of Science in Mechanical Engineering from Northern Arizona University, 1986

Experience

- Commercial Real Estate Broker, Bray Commercial, January 1, 2016 to present
- Commercial Real Estate Broker, Coldwell Banker Commercial, September 2006 to December 2015
- Mechanical Design Engineer – Schauenburg, Grand Junction, CO, February 1998 to August 2004
- Mechanical Design Engineer – Ball Metal Container Systems, Broomfield CO July 1988 to August 1997

Top Commercial Broker, Coldwell Banker Commercial office:2008, 2008, 2010, 2012, 2013, 2014, 2015 (\$8M) with sales and leasing volume of \$10 Million+ annually
Number 1 Commercial Broker in Colorado, CBC 2012

Max Taylor



Max grew up in New Bern, North Carolina, and graduated from North Carolina State University's College of Natural Resources. After school, he found his way to Colorado as a State Park Ranger where he lived in Sedalia and Hayden before moving to Grand Junction. "I chose Grand Junction to call home because of the wide variety of outdoor recreational opportunities here", says Max. In his free time, Max enjoys travelling to historical sites and photographing them as well as volunteering with 4H shooting sports.

Buyers and sellers like working with Max because they know he is all about long term relationships and he puts their needs first

Education

Bachelor of Science Parks, Recreation and Tourism Management, North Carolina State University, 2013

Experience

- Commercial Real Estate Broker, Bray Commercial, 2019 to Present Seller, Buyer, Landlord & Tenant Representation
- State Park Ranger, Colorado Parks and Wildlife, 2013-2018

Project Experience:

- Represented Mesa County District 51 Schools in purchase of residential parcel to expand Riverside School's campus
- Represented Colorado Bureau of Investigation in lease of equipment storage warehouse
- Negotiation of office leases and renewals as landlord agent for Alpine Bank and 744 Horizon Court, and representing a tenant for new office building at 734 Main

Robert Bray, CEO



Robert Bray is the Managing Broker at Bray Commercial and has more than 48 years in real estate industry and a native in the community. He has been actively involved in the company since 1974 and has served in many roles. Robert's leadership and vision for Bray Commercial has made it what it is today. The focus of our Core Values Family, Community and Integrity are the very foundation of our business and how we deliver the best service to all our clients. Robert considers a company culture of ethics and social responsibility not only the right thing to do, but also the essential thing to do in sustaining a business. In his case, it is a family real estate firm his grandfather launched in 1946.

Robert was awarded the very prestigious award from the Bill Daniels *Being a Difference Award*, which recognizes individuals practicing high standards of ethical leadership in business and within their communities.

Education

BA Geology & Business, Mesa Junior College, 1971

BSBA Real Estate, University of Denver, 1974

Present Community Involvement

Active Member: HBA of Northwestern Colorado, Grand Junction Rotary Club, Grand Junction Area Realtor Association

First Chair & Board Member- Colorado Mesa University Real Estate Foundation

Board Member- STRIVE Foundation

Founding Member- Bray Cares Foundation

Past Community Involvement

Member-Mesa College Scholarship & Development Foundation

Member-Mesa County Economic Development Council

Member-United way of Mesa County,

Advisory Member- Phi Beta Lambda Mesa State College

Member-Task Force Review Committee- City of Grand Junction for re-writing Land Use Code

Member and Former Chairman- Joint Utilization Commission- U.S. Department of Energy- *Negotiated transfer of DOE property to the City of Grand Junction.*

Member- Retirement Services Board- Hilltop Community Resources

Director- Grand Junction Area Chamber of Commerce

Director- Industrial Development, Inc- *Land acquisition and holding for Economic Development*

Board Chair & Member- St. Mary's Hospital

Michelle Urlacher, Director of Operations



Michelle is the Operations Director for Bray & Company and leads support and direction in the services that we offer to our clients. Michelle has been in the real estate industry for over 20 years with a multitude of experience in different facets of real estate. Her experience has been a Transaction Coordinator, Appraiser, Commercial Real Estate Analyst, Commercial Property Manager as well as a real estate Marketing Director.

In her most recent work, prior to joining Bray and Company she gained extensive knowledge in contracting with different government agencies. She was responsible for managing and ensuring compliance with the companies' multitude of government contracts. She oversaw all government contracting and managed over 200 different government contracts including the GSA, State of Colorado,

City of Grand Junction, BLM, U.S. Forest Service, multiple cities, and county master service agreements. Michelle also was in charge of training employees on government contracting compliance.

Michelle also holds strong principles in line with Family, Community, and Integrity. Her most recent community involvement has been centered around this.

Present Community Involvement

Initiated and formed the Caring for Our Home Community fund in response to helping the community during the pandemic.

Supporting Member- Ethics Program at Colorado Mesa University

Member Advisory Committee- Daniels Fund Ethics Initiative Business Program

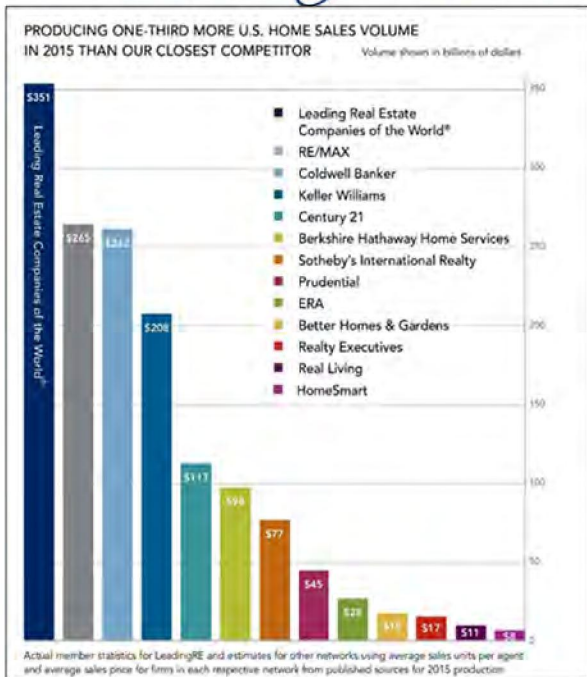
Michelle will be a great asset to support our Real Estate Team to ensure we are providing exceptional service to the City of Grand Junction.

Strategy and Implementation Plan

Marketing & Strategy Plan

At Bray Commercial it is our goal is to provide you with a successful marketing program and promotion strategy resulting in the satisfactory sale or lease of your property.

Industry-Leading Sales. World-Class Service



Local Ownership, Global Reach — As the largest independent brokerage in Grand Junction, Bray Real Estate is an exclusive member in The Leading Real Estate Companies of the World, the world's largest referral network. Our network is larger than RE/MAX, Coldwell Banker or Keller Williams. As an affiliate of Leading Real Estate Companies of the World; our brokerage is a local and global market leader working on your behalf.

No fees added at closing — As an independent brokerage, Bray Commercial does NOT charge added fees at closing. Bray Real Estate has no closing fees, buyer agency fees, rules or bureaucracy which could affect your closing.

Local ownership means greater control and hands-on service — The owner of Bray Commercial is just a phone call or local visit away from you. We do not struggle through bureaucracy and politics to address your needs.

Local control over how your property is marketed — We have the

freedom to customize a marketing plan to suit your specific property. It is not "one size fits all" at Bray Commercial.

Streamlined operations — Because we operate locally and on a smaller scale, we can make changes quickly to stay ahead of the curve. We do not rely on a giant corporate headquarters thousands of miles away to make decisions about our technology and our marketing.

We are committed to pursue the following marketing activities to achieve your property transition.

- Disclose to you any potential defects in the property or changes that need to be made to achieve the intended lease or sale result.
- Submit your property information to the local Multiple Listing Service which currently includes a membership of over 800 Realtors.
- Submit your property information to www.braycommercial.com, LoopNet, Commercial Source, CoStar, and other nationally recognized commercial IDX website affiliates that contain our listing information.
- Verify and keep current all Internet and MLS information.
- Place professional signage for properties.
- Advertise when appropriate in the local newspaper, and other print media.
- Develop a professional color brochure that depicts the pertinent property information.
- Send property brochure to area top commercial brokers.
- Follow up with brokers who show your property.

- Promote your property at commercial seminars, trade shows and marketing events.
- Exercise reasonable skill and care for your interests when promoting the property to a potential customer or to another broker.
- Keep you informed about our marketing activities and results.
- Provide professional assistance to you in lease/sale negotiations.
- Monitor your execution of a contract to lease/sell the property to help insure a successful closing of the contract.
- Coordinate all closing issues including contingencies, lender needs, or inspection items.



References

Additional References Available

Theresa Englebrecht References

Carey Goeth for Art Pastel

8061 Castle Pines Ave.
Las Vegas, NV 89113
702-335-4045

Relative Experience

Acquisitions include 100 acres of land, a 20,000 SF office building, and current leasing agent.

Dan Meyer

VP Commercial Lending
Bank of Colorado
(970) 263-2010

Relative Experience
Acquisition Multi-Family

Lois Naft

805 Kestrel Ct
Basalt, Co 81621
970) 948-6847

Relative Experience

Purchase and Sale of Multi-Family units; Currently work with her as a Real Estate Advisor for numerous investment properties.

Royce Carville

1883 Deer Park Circle
Grand Junction, CO
970-985-0238

Relative Experience

Sale of Office Building; numerous leases

Matt or Tom Clark 970-260-3331

633 Big Stone Lane
Grand Junction, CO 81507

Relative Experience

Acquisitions of several Investment Properties including multiple office buildings; Leasing Agent.

Max Taylor References

Dan Volz - Assistant Director, Colorado Bureau of Investigation

dan.volz@state.co.us (303) 239-4162

690 Kipling Street Suite 3000
Denver, CO 80215

Represented CBI in Grand Junction warehouse lease

Curt Wells – Wells Development, LLC

rockymountainwells@gmail.com (970) 904-5900

106 State Place, Escondido, CA

Leasing broker for Wells' two multi-unit office/warehouse buildings

Sandy Tucker – Local Investor

sandytucker1@charter.net (970) 314-5964

3276 B ½ Rd, Grand Junction, CO

Leasing broker for her retail and land properties throughout Mesa County

Fee Proposal

Consulting Services: \$90/Hr. (as requested by the City)

Commission Schedule

Listing Properties for Sale/Lease: 6% of the gross purchase price or gross rent under the lease. *3% of which is to go to the Buyer's Agent or Tenant's Agent.

Purchase/Leasing of Properties: 3% of the gross purchase price or gross rent under the lease