



Request for Proposals

RFP-5500-25-KF

Auction Services

RESPONSES DUE:

February 25, 2025, before 1:00 p.m. (MST)

Electronic Responses Only:

Submissions will be accepted exclusively through the Rocky Mountain E-Purchasing System (RMEPS) at

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

(The Purchasing Agent does not have access to or control over the Vendor side of RMEPS. If technical issues or other problems arise during the submission process, the Proposer **MUST** contact RMEPS directly for assistance at 800-835-4603 before the response deadline)

**NOTE: All City solicitation openings will be conducted virtually.
Details can be found in Section 1.8.**

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

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Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communication regarding this solicitation, including those about process, specifications, or project scope, must be in writing to the Purchasing Agent. Any communication directed to other City personnel may result in disqualification of the proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado is seeking proposals from qualified experienced contractors or individuals to provide on-call auction services for the sale of surplus property, vehicles, equipment, and miscellaneous items, as detailed in the Scope of Services. All services shall be performed under the terms and conditions outlined in this RFP.
- 1.5. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.6. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

1.7. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.

1.8. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening, Auction Services, RFP-5500-25-KF

February 25, 2025, at 1:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone.

<https://meet.goto.com/931471437>

Dial in using a phone.

Access Code: 931-471-437

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID: 931-471-437

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 931471437@67.217.95.2 or 67.217.95.2##931471437

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

1.9. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.

1.10. **Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

1.11. **Collusion Clause:** The Proposer, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.

1.12. **Gratuities:** The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor

were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.

- 1.13. **Ethics:** No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.14. **Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.15. **Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The Owner reserves the right to make the award in the best interest of the Owner.
- 1.16. **Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only before award.
- 1.17. **Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.18. **Contract Documents:** The Contract Documents consist of the complete solicitation and the Proposer's response. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.19. **Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions received after the deadline may not be addressed.
- 1.20. **Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract may result in cancellation of the award and such Proposer may be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm."
- 1.21. **Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. A Proposer(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.22. **Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for the award. A Proposer that takes exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all

substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.

- 1.23. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **“Confidential Disclosure”** and uploaded as a separate document may establish the information as confidential or proprietary. **Any material the Proposer(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA),** the request shall be reviewed and decided by the Owner. If denied, the Proposer will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.24. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may 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 in the materials marked as “Confidential Material.” Disqualification of a proposal does not eliminate the City’s right.
- 1.25. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:
- 1.25.1.** Demonstrate the ability to comply with the required or proposed schedule. Provide documentation of past projects completed within the last two years, including a comparison of original schedules to actual completion dates, and an explanation of the methods used to manage and mitigate delays.
 - 1.25.2.** Show a satisfactory performance record on projects of similar scope and size.
 - 1.25.3.** Maintain a satisfactory record of integrity and ethical practices.
 - 1.25.4.** Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

1.25.5. Ensure that its/his/her Proposal(s) comply with the requirements provided in the “Preparation and Submittal of Proposals.”

1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

1.26.1. More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and

1.26.2. Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer.

1.27. Taxes: The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.28. Sales and Use Taxes: The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.30. Public Opening: The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Proposer(s) will be disclosed.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend 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 contained herein.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Contractor performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services/Work:** The Contractor shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services/Work under the Contract.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Contractor of the value of Service(s) performed under the Contract Documents. The Service(s)

performed by the Contractor shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. 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. A Change Order/Amendment is a written order to the Contractor signed by the Contact Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have the authority to order minor changes in the Services not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.8. Correction of Services:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Contractor are found by the Owner to be non-conforming to the terms of the Contract, the Contractor shall promptly correct such issues. The Contractor shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Contractor of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a future waiver of any right(s) under the Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.11. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Contractor 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 as required by law.

- 2.13. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Proposer and/or the Contractor for the Services to be performed or information that comes to the attention of the Contractor during the performance of such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.16. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation proposal response may be rejected in whole or in part when it is in the best interest of the City.
- 2.17. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.19. Employment Discrimination:** During the performance of any Services, the Contractor agrees to:
 - 2.19.1.** 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.19.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.21. Failure to Deliver:** In the event of failure of the Contractor to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.22. 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 of the Contract at any time under the terms thereof.
- 2.23. Force Majeure:** The Contractor 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 Contractor unless otherwise specified in the Contract.
- 2.24. Indemnification:** The Contractor 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 Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Contractor shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.25. Independent Contractor:** The Contractor shall be legally considered an independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contract,

payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.

- 2.26. Ownership:** All documents, plans, concepts, and work prepared under the Contact, etc., created by the Contractor for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.27. Patents/Copyrights:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.28. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.29. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Contractor and shall not be charged to the Owner.
- 2.30. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq*.
- 2.31. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.32. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.

- 2.33. Default:** The Owner reserves the right to terminate the Contract if the Contractor fails to meet delivery or completion schedules or otherwise fails to perform under the terms of the Contract. In the event of a breach or default, the Owner is authorized to procure similar services from an alternate contractor and to hold the defaulting contractor responsible for any additional costs incurred to complete services for the project or property.
- 2.34. Piggyback:** Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Proposer and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

2.35. Definitions:

- 2.35.1.** “Agency,” “Consultant,” “Contractor,” or “Firm” is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s), employees, agents, subcontractors, or any parties acting on its behalf in connection with the contract.
- 2.35.2.** “City” or “Owner” is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.
- 2.35.3.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.35.4.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Contractor as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the

Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

- 2.35.5.** “Key Personnel” designates the crucial individual(s) from the entity or Contractor essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project’s specific scope of work.
- 2.35.6.** “Proposer” refers to the person(s) legally authorized by the entity or Contractor to make an offer and/or submit a response fee proposal in response to the solicitation.
- 2.35.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.35.8.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 2.35.9.** “Subcontractor” is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 3.0: Insurance Requirements

The selected Contractor agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. For any

claims-made policies, the Contractor shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

- (a) **General Liability** with minimum combined single limits of:

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

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply 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 contain a severability of interest provision.

- (b) **Errors and Omissions Liability**

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

TWO MILLION DOLLARS (\$2,000,000) aggregate.

This policy shall provide coverage to protect the Contractor against liability incurred because of the professional services performed because of responding to this Solicitation.

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

ONE MILLION DOLLARS (\$1,000,000) each accident

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (d) **Workers Compensation and Employers' Liability:** The Contractor shall, at its own expense, comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

- 3.1. Additional Insured Endorsement:** The policies required by paragraphs (a), and (c) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy 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 the Contractor. The

Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. **General/Background:** The City's General Services Department is requesting auction services for surplus property, equipment, vehicles, unclaimed property held by the City Police Department, and other miscellaneous articles, with auctions to be held locally in Grand Junction, Colorado. The selected Contractor must accept all items designated as surplus property by the City, with no option to exclude specific items. This includes both titled and non-titled vehicles and equipment. All items must be auctioned within eight (8) weeks of the Contractor being notified that the City is ready to commence the auction process. Auctions are not to be conducted at City locations unless explicitly authorized by the City.
- 4.2. **Specifications/Scope of Services:** The purpose of the resulting agreement is to secure local auction services from experienced, professional auctioneers. The awarded auctioneer shall conduct auctions that are not only effective and efficient but also uphold and enhance the public image of the City of Grand Junction. All auctions must be open to the public, ensuring transparency and broad participation.
 - 4.2.1. The awarded auctioneer will be responsible for performing all customary auction-related duties and for fulfilling the following requirements:
 - 4.2.1.1. Maintain insurance coverage as stipulated in Section 3, ensuring that this coverage remains active throughout the contract term.
 - 4.2.1.2. Conduct auctions on an on-call, as-needed basis, with the expectation of holding a minimum of two auctions per year, typically in the Spring and Fall.
 - 4.2.1.3. Select an auction site, subject to the City's approval, ensuring the site meets all logistical requirements.
 - 4.2.1.4. Coordinate the logistics and transportation of all auction items from designated City locations to the approved auction site.
 - 4.2.1.5. Provide all necessary resources, including space, equipment, materials, labor, supervision, and the appropriate number of personnel, to efficiently facilitate the transport, storage, and sale of the surplus property.
 - 4.2.1.6. The Contractor shall provide comprehensive documentation for each auction conducted. This documentation must include a detailed summary of all items sold, specifying the quantity, individual unit sale price, total/extended sale amount, commission amount, and the final amount due to the City, both by line item and in total. The Contractor is responsible for ensuring full accountability

in the collection of funds and maintaining accurate, transparent records of all transactions.

Additionally, the Contractor shall prepare and furnish a detailed consignment sales/auction recap report in electronic format. This report must include, at a minimum, the following details for each line item:

- 4.2.1.6.1.** Item Description
- 4.2.1.6.2.** Quantity of Items
- 4.2.1.6.3.** Actual sale price
- 4.2.1.6.4.** Commission amount
- 4.2.1.6.5.** Net amount remitted to the City (calculated as the sale price minus the commission) for each line item
- 4.2.1.6.6.** Summary totals, including total quantity, total invoice sale amount, total commission, and total amount due to the City

The Contractor is required to ensure that all financial records and reports are clear, accurate, and fully comply with the terms and conditions outlined in the Contract documents.

- 4.2.1.7.** The Contractor shall be responsible for advertising each auction through appropriate and effective channels, including but not limited to, local newspapers and other widely recognized platforms. The Contractor is solely responsible for all costs associated with these advertisements and any additional marketing expenses related to the City auctions.

The Contractor must ensure that all promotional activities are conducted in a timely and professional manner to maximize public awareness and participation.

- 4.2.1.8.** The auctioneer and employees of the auctioneer's company may NOT bid for any items sold under this contract. Violation will be considered a breach of contract.
- 4.2.1.9.** City auctions are exclusive and shall NOT be conducted in conjunction with any other auctions or entity unless specifically authorized by the City.
- 4.2.1.10.** The Contractor is expected to work collaboratively with City personnel in preparing for each auction. This includes but is not limited to, conducting pre-auction site visits to show property, determining the scope of advertising, and coordinating proposed auction dates. The Contractor must maintain prompt and clear communication with City personnel throughout the auction process.

- 4.2.1.11.** The Contractor shall be obligated to facilitate the transfer of all titles provided by the City upon the conclusion of each auction.
- 4.2.1.12.** The Contractor shall remit all sales proceeds to the City of Grand Junction Purchasing Office, less commission, within seven (7) business days of the actual sale.
- 4.2.1.13.** The Contractor is responsible for the disposal of any unsold items and shall bear all associated disposal costs. The Contractor must document the disposal process in detail and submit documentation to the City. This documentation should include, at a minimum:
- A description of the unsold items, including quantities and any identifying details (e.g., serial numbers, lot numbers, or descriptions)
 - The method of disposal used (e.g., donation, recycling, or waste disposal)
 - The date and location of the disposal
 - Copies of any supporting records, such as receipts, certificates of destruction, or third-party service confirmations
 - Confirmation that the disposal was completed under all applicable local, state, and federal regulations

The City reserves the right to review and verify the disposal documentation for accuracy and compliance.

4.2.2. The City will be responsible for providing or performing the following duties:

- 4.2.2.1.** City will notify the Contractor to start the auction process by email.
- 4.2.2.2.** Provide a Fleet Auction List in Excel format, of items to be sold, listing the title number (if applicable), VIN/Serial Number, year, make, model, and unit number. In some instances, the City will provide a brief statement of the condition of the item. The condition of the item, if provided, is not a guarantee of the condition and is subject to change. The City will provide titles for titled units, if available, to the auctioneer in advance of the sale date to facilitate the process of the sale of the units. This list may encompass a variety of vehicles and equipment, such as cars, vans, trucks, bucket trucks, flatbed trucks, and landscaping equipment (e.g., woodchippers, mowers, etc.).
- 4.2.2.3.** Provide a Property Auction Manifest (see Appendix 2, *sample*) in PDF format with a description of unclaimed items for auction. Items will vary each auction but may include bicycles, sports equipment, auto parts, camping/hunting/fishing equipment, lawn/garden equipment, electronic

equipment, household appliances, televisions, weapons, hand and power tools, and other miscellaneous items.

- 4.2.2.4. Arrange a preview of miscellaneous surplus items, generally stored on pallets at the City Stores/Warehouse, including office furniture, and landscaping equipment. Please note that these items will not be listed electronically.
- 4.2.2.5. If the Contractor is unable to perform when needed, the City reserves the right to arrange for another auctioneer without recourse or compensation to the contracted Contractor or individual.
- 4.2.2.6. Any item offered for sale by the City may be withdrawn from sale at any time before the beginning of the sale, without notice or penalty.
- 4.2.2.7. The City will pay the Contractor only a percentage fee or not-to-exceed fixed fee agreed upon and resulting from this solicitation.

4.3. Special Conditions & Provisions:

4.3.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

- 4.3.2. **Estimated or Minimum Quantities:** This contract does not guarantee any specific amount or quantity.
- 4.3.3. **Warranty:** The City does not guarantee the condition and/or quality of any item.
- 4.3.4. **Non-Exclusive:** This Contract is non-exclusive. The City reserves the right, at its sole discretion, to engage other entities for services covered by this contract. Similarly, the Contractor is not obligated to maintain an exclusive working relationship with the City and retains the right to enter a contract(s) for similar services with other parties.

While surplus property is typically sold by auction, and some real property may be disposed of by other methods, the City reserves the right to sell any equipment and/or real property through auction, sealed bid, or any other legal means.

- 4.3.5. **Fee/Price Proposal:** The proposed commission structure must be “**all-inclusive**,” covering all costs and aspects of the auction process. This includes but is not limited to, presale advertising, item consolidation and arrangement, tagging and lot numbering, conducting the auction, credit card payment fees, managing unsold items, transportation, storage, labor, equipment, materials, supervision, pre-auction meetings, travel, mileage, permits, licensing, title fees, and any other necessary expenses to ensure the successful execution of the services

Provide a commission fee proposal, either as a percentage of the total sales or as a fixed dollar amount, using the Solicitation Response form found in Section 7.0.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, insurance, interest, penalties, termination payments, attorneys' fees, liquidated damages, etc.

All fees and pricing will be subject to negotiation by the Owner.

4.3.6. Laws, Codes, Rules, and Regulations: The Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.7. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change 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 Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.8. Contract Administrator: The City's designated Contract Administrator is Duane Hoff, Jr., CPPB. All contract-related inquiries, issues, change orders, amendments, and communications during the provision of services shall be directed to:

Duane Hoff, Jr., CPPB
Contract Administrator
Email: duaneh@gjcity.org
Phone: (970) 244-1545

The Contract Administrator will serve as the primary point of contact for all matters related to the contract once awarded.

4.4. Contract Term: The Contract shall become effective upon execution by both Parties, with services beginning thereafter and continuing through **December 31, 2025**. The Contract may be renewed for up to **three (3) additional one-year terms** upon mutual

agreement between the Contractor and the City. Renewal is contingent on satisfactory performance by the Contractor and the annual appropriation of funds as approved by the City Council.

Any renewal term(s) must adhere to the terms, conditions, and fee structure established in the original Contract.

Attached Documents:

Appendices* *if the link is not functioning, please try an alternate browser and refresh the page.*

Appendix 1 – [Sample Fleet Auction List](#)

Appendix 2 – [Sample Property Auction Manifest](#)

Tentative Calendar of Events:

Request for Proposal available	January 24, 2025	
Inquiry deadline, <i>no questions after this date</i>	February 13, 2025	close of business
Final Addendum Posted <i>if required</i>	February 18, 2025	
Submittal deadline for proposals	February 25, 2025	before 1:00 p.m. MST
Owner evaluation of proposals	February 25 through	March 6, 2025
Interviews, <i>if required</i>	March 17, 2025	
Final Selection	March 20, 2025	
Contract Execution	March 27, 2025	

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, and must comply with HB21-1110 and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Proposers are encouraged to submit its proposal as early as possible, allowing enough time for technical difficulties that may be encountered in the BidNet ® system.) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP should be a single PDF document containing all necessary information. Proposers must demonstrate an interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

Proposals should be limited to a maximum of 30 pages

- A. Cover Letter:** A cover letter shall be provided that succinctly explains the Proposer’s interest and expertise in providing the Services outlined in the solicitation. The letter shall contain the name, address, phone number, and email address of the person designated as the Contractor’s principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Contractor. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Contractor, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Proposer agrees to all requirements herein.
- B. Capacity, Credentials, Experience, and Qualifications:** Proposer(s) must submit a detailed overview of its qualifications, emphasizing its expertise, relevant experience, and credentials for consideration as a contract provider to the City. The proposal should highlight a proven track record of successfully delivering services similar to those outlined in the Scope of Services, with a focus on consistently meeting timelines and maintaining high-quality standards.

Include comprehensive details on compliance with industry standards, inventory management, electronic reporting systems, use of technology and innovation, flexibility and scalability, customer service and communication practices, and quality

assurance policies. Additionally, provide any other relevant information that demonstrates the Proposer's ability to deliver the required services effectively, to ensure a thorough evaluation of its capabilities.

- C. Strategy and Implementation Plan:** The Proposer is required to present a detailed strategy for achieving the City's objectives as outlined in this solicitation. The proposed plan should demonstrate how the Proposer intends to fulfill the Scope of Services, providing a step-by-step approach from initial setup to the completion of all auction-related tasks. This plan should illustrate the Proposer's understanding of the City's goals and its ability to deliver effective auction services.

The Proposer should also include value-added concepts that enhance the overall auction service offering. This could include advanced communication tools, detailed analytics and reporting, innovative technologies, customer support strategies, cost-saving measures, efficiency improvements, security protocols, exceptional customer service practices, and business continuity planning.

Additionally, the Proposer should provide an implementation **schedule** that outlines key milestones, deadlines, and deliverables, along with an estimate of the time and resources required from City personnel. This comprehensive plan will demonstrate the Proposer's capability to meet the City's objectives and deliver high-quality auction services.

- D. References:** Provide at least three (3) current references from the past two years, preferably from municipal clients, who can attest to the Contractor's experience in delivering auction services of similar scope and scale as outlined in the Scope of Services. For each reference, include the following details:

- (a) Client's name and address
- (b) Point of contact (name, telephone number, and email address)
- (c) Dates of service, and number of auctions per year
- (d) Description of services provided
- (e) Number of items auctioned, and number of items sold per auction
- (f) Commission percentage and net commission in dollars
- (g) Explanation of any discrepancies or variations from expected outcomes

This information will demonstrate the Contractor's ability to manage auction services effectively and transparently.

- E. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Contractor, employees, or subcontractors of the Contractor who may be providing Services to the City. The list shall include current litigation and the status, and any matter(s) filed, settled, and/or otherwise

adjudicated in the last five years. For each instance describe the underlying reason or cause of action, as well as the outcome or status.

- F. Additional Data:** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Contractor. This may include details about specific expertise, innovative technologies, sustainability, approaches, or any other information that will enhance the evaluation of the Contractor's suitability to provide the Services outlined in this solicitation.
- G. Solicitation Response Form:** The Proposer must complete and submit the attached Solicitation Response Form as part of its proposal. Do not include the entire solicitation document unless providing markup to indicate exceptions.
- H. Fee/Pricing Proposal:** Complete and submit the Solicitation Response Form found in Section 7.0. The fee proposal should be prepared following the requirements outlined in **Section 4.3.4.** of this solicitation. If additional space is required, a supplemental page may be included with the submission.

An unnecessarily elaborate response that exceeds what is necessary to provide a complete and effective proposal is discouraged. Unless explicitly requested in the RFP, the inclusion of elaborate artwork, corporate brochures, lengthy narratives, or other extraneous materials is neither required nor preferred.

Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Proposers who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Proposer's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria, categories, and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Proposer, or Contractor in determining a final award(s), if any.

Evaluation Criteria and Weighted Values will be worth ninety (80) %

- **Responsiveness of Submittal to the RFP (10) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Services and Objectives (10) %**
Assessment of the Proposer's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, Credentials thirty (30) %**
The Proposer's demonstrated expertise in the successful execution and delivery of comparable Services. The Proposer showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver the services.
- **Strategy & Implementation (30) %**
Proposer has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item D – Strategy and Implementation Plan for details.

The following Criteria shall be worth twenty (20) %

- **Commission Fee Structure (20) %**

All fees associated with the Services are provided and are complete and comprehensive.

- 6.4. Shortlisting Proposers:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this solicitation. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Proposers for clarification of its proposal.
 - Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.
- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Proposer(s) and will not engage in negotiations with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and are subsequently terminated. The selected Contractor may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.
- 6.6. Interview(s):** The Owner reserves the right to invite the highest ranked Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Proposer(s) will be notified of the interview process, including format, duration, and location, following the shortlist selection process.
- 6.7. Award:** Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the Project Contractor.

Section 7.0. Solicitation Response Form

RFP-5500-24-KF "Auction Services"

Proposer must submit the entire Form completed, dated, and signed.

Commission Fee Structure/Rate paid only on proceeds collected:

Titled Vehicles and Equipment	_____	%
State a Not-to-Exceed Amount per Item	\$ _____	
All Other Surplus or Unclaimed property	_____	%
Other (please specify)	_____	\$ or %

The City 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 Proposal and therefore submits the proposal and schedule of fees and services attached hereto.

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

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Proposer or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- Prices in the Proposal have been arrived at independently, without consultation, communication, or agreement to restrict competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Contractor, authorized to represent the Contractor, and is legally responsible for the offer concerning supporting documentation and fees/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.
- The 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 Contractor acknowledges receipt of the 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 has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer is required to furnish a completed W-9 form.

Contractor Name – (Typed or Printed)

Authorized Agent, Title – (Typed or Printed)

Authorized Agent Signature

Telephone Number

Address of Proposer

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Proposer proposes to subcontract the following portion of Services:

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value & % of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Proposer acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.