



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

November 7, 2016

Scott Hockins, Project Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Re: RFP-4294-16-SDH ("RFP")
Real Estate Broker Services
Engagement Letter

Dear Mr. Hockins:

Coldwell Banker Commercial, Prime Properties ("CBCPP") is pleased to have been chosen to provide commercial real estate services (per Section 4.2 of the RFP) to the City of Grand Junction ("City"). CBCPP will perform these services with the utmost professionalism while advancing the interests of the City, and agrees to abide by the General Terms and Conditions listed under Section 2.0 and Section 3.0 of the RFP. As outlined in our response to the RFP, CBCPP further agrees to utilize the described "Marketing Strategy" (C), and be paid as shown in the "Fee Proposal" (E).

Thank you for the opportunity and we look forward to working with you.

Dale Beede, CCIM
CBC Prime Properties
2499 Hwy 6 & 50
Grand Junction, CO 81505
Direct: 970.244.6615
Cell: 970.250.9500

Tim Whitney
CBC Prime Properties
2499 Hwy 6 & 50
Grand Junction, CO 81505
Direct: 970.244.1229
Cell: 303.919.0079

Lara Connolly
CBC Prime Properties
2499 Hwy 6 & 50
Grand Junction, CO 81505
Direct: 970.244.1209
Cell: 818.325.7654

Agreed and accepted by the City of Grand Junction this 8th day of November, 2016.

By: Scott Hockins
Scott Hockins, Project Manager



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH REAL ESTATE BROKER SERVICES

C
Marketing Strategy

In order to maximize the dollars coming back to the City in the disposition or repositioning of its commercial real estate assets, the properties must be exposed to the maximum number of potential buyers and tenants. To accomplish this, our marketing commitment includes:

- Posting All Properties to the Grand Junction Area Realtor Association Paragon MLS
- Posting All Properties to the Four Corners Board of Realtors MLS
- Posting All Properties to the Coldwell Banker Commercial Worldwide Website
- Posting All Properties to Our Own CBCPP Website
- Syndicating to Multiple Nationally Recognized Websites Including LoopNet and CoStar
- Designing and Professionally Producing All Marketing Materials
- Social Media Campaigns
- Quality Signage (as needed)
- Cold Calling / Use of Company Interns
- Providing Monthly Feedback

All of the above will be provided at the sole cost of CBCPP!



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH

REAL ESTATE BROKER SERVICES

E
Fee Proposal

Consulting Services (as requested by the City):

Billed at \$125 per hour

Commission Schedule:

Listing of Properties for Sale:

\$1 to \$500,000 = 6% of the gross purchase price

\$501,000 to \$1,000,000 = 5% of the gross purchase price

\$1,000,001 and up = 4% of the gross purchase price

Listing of Properties for Lease:

\$1 to \$500,000 = 6% of the gross rent under the lease

\$501,000 to \$1,000,000 = 5% of the gross rent under the lease

\$1,000,001 and up = 4% of the gross rent under the lease

Purchase/Leasing of Properties by the City:

2% to 3% of the gross purchase price or gross rent under the lease



**Request for Proposal
RFP-4294-16-SDH**

REAL ESTATE BROKER SERVICES

RESPONSES DUE:

October 20, 2016 prior to 2:00pm
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Scott Hockins, Project Manager
scotth@gjcity.org

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 IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Administration Department. All contact regarding this RFP is directed to:
- RFP QUESTIONS:**
Scott Hockins, Project Manager
scotth@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Real Estate Broker Services.
- 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 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside **“RFP-4294-16-SDH Real Estate Broker Services.”** THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. For proper comparison and evaluation, the Owner 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.
- 1.6 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.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day 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.
- 1.10 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.
- 1.11 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.

- 1.12 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 City's website at www.gjcity.org by selecting the Bids link, and Bidnet at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.13 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 work contained herein.
- 1.14 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 placed in a separate envelope 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 Purchasing Supervisor. 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.
- 1.15 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 section entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.16 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.

1.17 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.

1.18 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

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 in not less than triplicate by the Owner (Owner) and Consultant. Owner will provide the contract. By executing the contract, the Consultant represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his 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 and other items necessary for the proper execution and completion of the scope of work 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, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

2.3. Permits, Fees, & Notices: The Consultant shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Consultant 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 Consultant performs any work 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. 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 Purchasing Division.
- 2.5. 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.
- 2.6. 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.
- 2.7. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.8. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.9. 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 Addendums.
- 2.10. Project Manager:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work 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.
- 2.11. 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.
- 2.12. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.12.1.** 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.

- 2.12.2.** 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.
- 2.12.3.** 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.
- 2.13. 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 workers 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).
- 2.14. 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.
- 2.15. 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.
- 2.16. 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.
- 2.17. 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.
- 2.18. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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, subcontractor 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. Offeror shall include coverage for explosion, collapse, and underground (SCU) hazards.
- 2.19. 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.

- 2.20. 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.
- 2.21. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.22. 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.
- 2.23. 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.
- 2.24. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.25. 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.
- 2.26. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.27. 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.
- 2.28. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction budget approved by the City Council 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 City of Grand Junction fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.29. 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.

- 2.30. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees 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 proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.31. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.32. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.33. 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.
- 2.34. 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.
- 2.35. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror 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.
- 2.36. Multiple Offers:** Proposers must determine for themselves which product to offer. 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.
- 2.37. Definitions:**
- 2.37.1.** "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.37.2.** "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.37.3.** The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2.37.4. "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress.

2.38. Public Disclosure Record: If the Offeror has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with an Owner employee or elected official, the bidder 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 Subcontractor 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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(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

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

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

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. 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. 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, purchase or lease 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, seller, lessors or lessees 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

4.3. RFP Tentative Time Schedule:

- | | |
|------------------------------------|------------------|
| • Request for Proposal available | October 3, 2016 |
| • Submittal deadline for proposals | October 20, 2016 |
| • Final selection | TBD |

4.4. Questions Regarding Scope of Services:

Scott Hockins, Project Manager
scotth@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside **“Real Estate Broker Services”**. **The electronic copy shall be an exact reproduction of the original documents provided.** 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 requests that proposals be formatted **A to F**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. Cover Letter:** Cover letter shall be provided which explains the Consultant’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.
- 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. Marketing Strategy:** Describe your (the firm’s) proposed strategy and/or plan for achieving the sale or lease of City of Grand Junction property.
- D. References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of Fees associated including commission rate for the selling, purchasing and leasing of property. State any other costs the City may anticipate relating to the real estate services provided.
- F. 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.

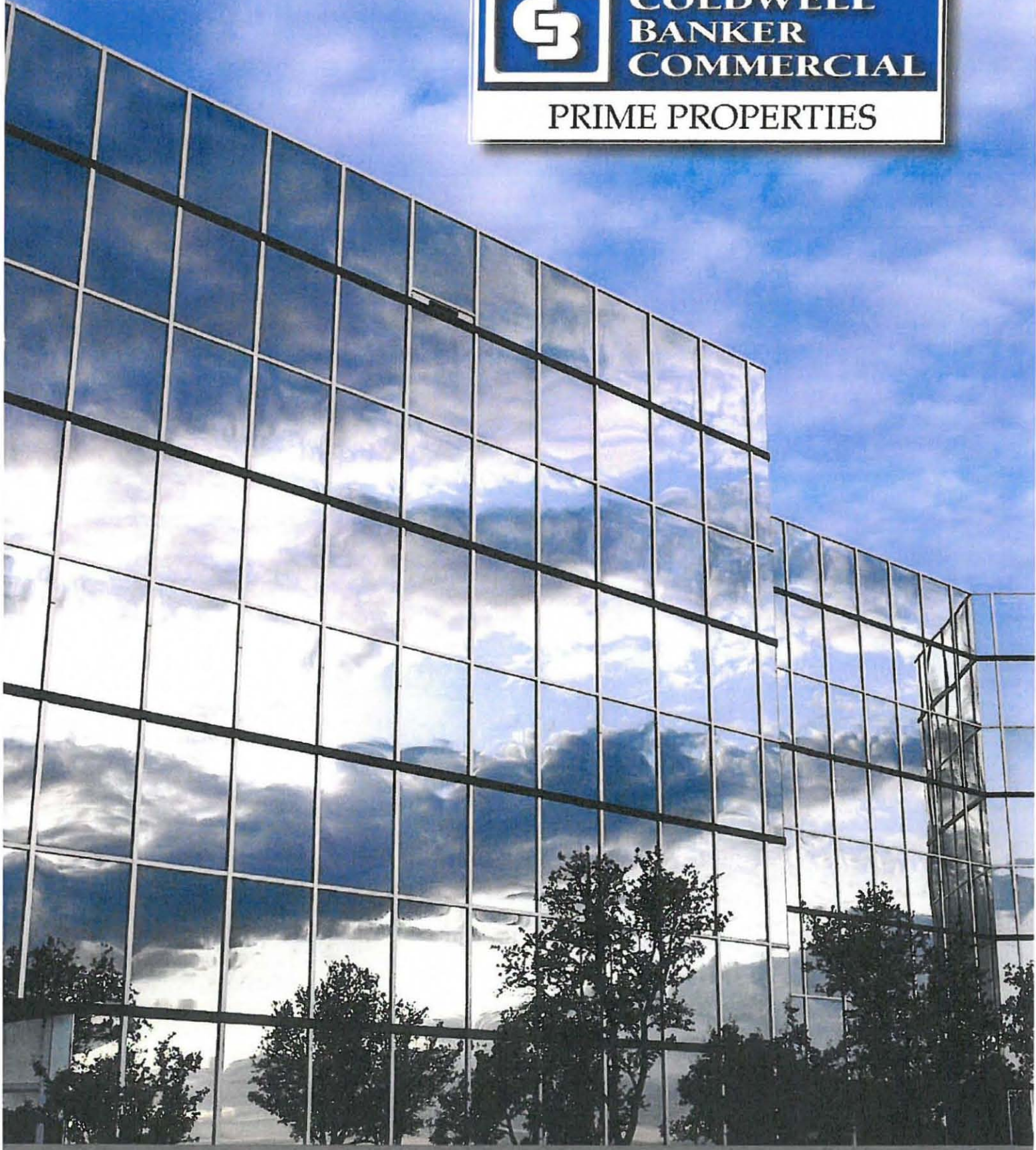
Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Experience & Necessary resources
- Marketing Strategy
- Commissions & Fees
- References

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

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 Consultant.

RFP-4294-16-SDH
REAL ESTATE BROKER SERVICES





COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH

REAL ESTATE BROKER SERVICES

A

COVER LETTER

October 19, 2016

Scott Hockins, Project Manager
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Hockins:

We at Coldwell Banker Commercial Prime Properties ("CBCPP") are very interested in acting as a "Consultant" to the City of Grand Junction ("City") for the purpose of providing commercial real estate broker services and we genuinely appreciate the opportunity.

The Coldwell Banker Commercial name and reputation is well known and respected worldwide and CBCPP is part of that family of more than 600 offices. CBCPP is a solely commercial brokerage company. Beyond Grand Junction, CBCPP has a commercial broker in offices in Craig, Steamboat Springs, Vail, and Montrose. We belong to every MLS system in western Colorado and we have syndicated marketing to more than 200 websites worldwide. We are in the commercial real estate marketplace every day working with investors, tenants and sellers, and in all facets of commercial real estate.

As you will find in our proposal, CBCPP is well qualified to counsel and assist the City in achieving its goals and objectives related to the purchase, sale and leasing of City commercial real estate. In order to assure the best service possible, CBCPP will offer a team of its most experienced brokers to provide both insight and foresight to the City.

Primary Contact:

Dale Beede, CCIM
2499 Hwy 6 & 50, Suite B
Grand Junction, CO 81505
Direct: 970.244.6615
Cell: 970.250.9500
dbeede@cbcworldwide.com

Secondary Contact:

Tim Whitney
2499 Hwy 6 & 50, Suite B
Grand Junction, CO 81505
Direct: 970.244.1229
Cell: 303.919.0079
twhitney@cbcworldwide.com

Additional Contact:

Lara Connolly
2499 Hwy 6 & 50, Suite B
Grand Junction, CO 81505
Direct: 970.244.1209
Cell: 818.325.7654
lconnolly@cbcworldwide.com



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH

B

REAL ESTATE BROKER SERVICES

QUALIFICATIONS/EXPERIENCE/CREDENTIALS

Dale Beede, CCIM

Dale Beede is an employing broker in the state of Colorado and has more than thirty-four (34) years of experience. Mr. Beede holds a CCIM designation - Certified Commercial Investment Member. The CCIM designation represents proven expertise in financial, market and investment analysis in commercial real estate, in addition to negotiation. Mr. Beede has been the top producer for CBCPP for many of the last twelve years, and CBCPP has been the number one Coldwell Banker Commercial company in Colorado for each of the past eight years.

Mr. Beede has represented or worked with several U.S. Government agencies including the General Services Administration (GSA), the Social Security Administration (SSA), the Internal Revenue Service (IRS), and the Drug Enforcement Agency (DEA). He has also successfully completed leasing and sales assignments and provided consultation to the State of Colorado and Grand Valley Power just to name a few. His regional referral network is second to none.

Tim Whitney

Tim Whitney has more than thirty-three (33) years of experience in the commercial real estate industry and currently holds employing broker licenses in both Colorado and Arizona. Mr. Whitney's skills and knowledge includes sales and marketing, lease negotiations, consulting, market evaluations, premium rate strategies, tenant mix analysis, and project development and management.

Recently Mr. Whitney listed and sold property owned by the Grand River Mosquito Control District, a quasi-governmental entity overseen by its board of directors. The property was on the market for less than 8 months, received three offers, and ultimately closed for more than 94% of list price.

Lara Connolly

Lara Connolly has more than eight (8) years of experience in the commercial real estate industry previously working in Los Angeles, California for CB Richard Ellis (CBRE). She is currently partnering with Dale Beede in net lease investment sales and management.



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH REAL ESTATE BROKER SERVICES

C
Marketing Strategy

In order to maximize the dollars coming back to the City in the disposition or repositioning of its commercial real estate assets, the properties must be exposed to the maximum number of potential buyers and tenants. To accomplish this, our marketing commitment includes:

- Posting All Properties to the Grand Junction Area Realtor Association Paragon MLS
- Posting All Properties to the Four Corners Board of Realtors MLS
- Posting All Properties to the Coldwell Banker Commercial Worldwide Website
- Posting All Properties to Our Own CBCPP Website
- Syndicating to Multiple Nationally Recognized Websites Including LoopNet and CoStar
- Designing and Professionally Producing All Marketing Materials
- Social Media Campaigns
- Quality Signage (as needed)
- Cold Calling / Use of Company Interns
- Providing Monthly Feedback

All of the above will be provided at the sole cost of CBCPP!



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH REAL ESTATE BROKER SERVICES

D

References

- RE: Dale Beede
Mr. Thomas Walch, General Manager and Executive Vice President
Grand Valley Power
845 22 Road
Grand Junction, CO 81505
970.242.0040

- RE: Dale Beede
Mr. Mike Karbach, Manager of Real Estate Programs
State of Colorado | Office of State Architect
303.866.4564

- RE: Tim Whitney
Mr. Zane McCallister, District Manager
Grand River Mosquito Control District
531 Maldonado Street
Grand Junction, Colorado 81501
970.257.0191



COLDWELL BANKER COMMERCIAL
PRIME PROPERTIES, LLC
2499 HWY 6 & 50, SUITE B
GRAND JUNCTION, CO 81505
BUSINESS 970-243-7375
PROPERTY MANAGEMENT 970-244-6660

RFP-4294-16-SDH

REAL ESTATE BROKER SERVICES

E
Fee Proposal

Consulting Services (as requested by the City):

Billed at \$125 per hour

Commission Schedule:

Listing of Properties for Sale:

- \$1 to \$500,000 = 6% of the gross purchase price
- \$501,000 to \$1,000,000 = 5% of the gross purchase price
- \$1,000,001 and up = 4% of the gross purchase price


Listing of Properties for Lease:

- \$1 to \$500,000 = 6% of the gross rent under the lease
- \$501,000 to \$1,000,000 = 5% of the gross rent under the lease
- \$1,000,001 and up = 4% of the gross rent under the lease

Purchase/Leasing of Properties by the City:

- 2% to 3% of the gross purchase price or gross rent under the lease



A Touchstone Energy® Cooperative 

845 22 Road, P. O. Box 190
Grand Junction, CO 81502-0190
970.242.0040 - FAX 970.242.0612
www.GVP.org

February 12, 2015

Diane Johnson
General Manager
Yampa Valley Electric Association, Inc.
P.O. Box 771218
Steamboat Springs, Colorado 80477-1218

Re: Reference for Dale Beede, Grand Junction Coldwell Banker Commercial, Prime Properties, LLC

Dear Diane,

I understand that Yampa Valley Electric Association is seeking assistance in marketing and/or managing its real property holdings in Steamboat Springs. Dale Beede, Managing Director of Coldwell Banker Commercial, Prime Properties, LLC, has asked me to provide a letter of reference to support his proposal to assist you in this regard. Grand Valley Power engaged Dale and his company to sell our old headquarters building in Grand Junction. We were very pleased with the service and support provided by Dale and his staff. He guided us to a favorable result on the sale of the building, even with a slumping local commercial real estate market.

Dale is the consummate professional. Here are some of the attributes that made him particularly effective in representing us:

- Dale has the pulse of the Western Slope commercial real estate market. As one of the region's leading experts, he has contacts that help him identify virtually everyone who is looking for commercial property. He provides sound analysis to establish market value, evaluate sale and lease offers, and assist in negotiations.
- Dale is an effective communicator. He was always accessible, and always available to provide status updates, guidance and counseling. He always made time for board presentations, either in person or by teleconference.
- Dale understands client needs and how to satisfy them. He helped manage the sometimes cumbersome process involved with cooperative board decision-making. He worked closely with me on an individual basis and with our executive committee. These efforts, combined with effective board presentations, helped build consensus and confidence, enabling us to deal with time pressures and deadlines associated with complex transactions.

For these reasons, I am happy to give Dale Beede and Coldwell Banker Commercial, Prime Properties, LLC, my highest recommendation. If you have any questions, or would like to discuss my experience with Dale in more detail, please do not hesitate to contact me.

Sincerely,

Thomas M. Walch
General Manager and Executive Vice President



02/09/15

To Whom It May Concern

This is to provide a reference for Dale Beede of CBC Prime Properties.

Dale has represented Koloha Investments, LLC in numerous real estate transactions over the past 10 years. He has proven to be honest and astute in his council and very thorough in ensuring that documentation is complete and accurate.

Dale has an excellent reputation in Grand Junction and is often cited as the best commercial broker in town.

I have no hesitation in recommending him.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin T. Kolonel". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Martin T. Kolonel, Mgr.

Koloha Investments, LLC

682 West Gunnison Ave.

Grand Junction, CO 81501

(970) 846-1108

Landlord. Tenant. Investor. Local Business. Global Corporation.

NO MATTER WHO YOU ARE IN THE WORLD OF COMMERCIAL REAL ESTATE,
THE CHALLENGES REMAIN THE SAME.

Sure, experience and size count, but the CBC organization offers something no one else can.

Each Coldwell Banker commercial office is prepared to provide you with market information that will support your key business decisions. That means no waiting on answers or permission from headquarters, no "canned" advice meant to satisfy the company line. Just a team of dedicated professionals backed by a globally-recognized name, representing your interest at every turn.

LOOKING FOR THE RIGHT PARTNER TO HELP YOU ACHIEVE YOUR GOALS? WITH A COLDWELL BANKER COMMERCIAL PROFESSIONAL, THERE'S NOTHING STANDING BETWEEN YOU AND SUCCESS.

When it comes to your day to day Commercial Real Estate needs, what are your biggest concerns?

- Disposition or reposition of an underperforming asset
- Someone on the street who is constantly looking for new opportunities for us
- Make more efficient use of our existing space
- Find creative financial solutions to help us reduce our real estate holdings

"We need a service provider who has the expertise to help us reach our goals."

Always on the lookout for new opportunities, you seek creative ways to sell or lease your properties—and your needs are as diverse as they are challenging. Chances are, the Coldwell Banker Commercial organization can help you address them better than any other service provider.

The Coldwell Banker Commercial organization thinks and acts entrepreneurially...

Individual CBC professionals have the resources of a global powerhouse, but deliver services and guidance on their own, ensuring quick action, focused solely on your unique challenges. Client needs are met by discovering untapped market opportunities that help to add value to your business.

Offering the services you're looking for...

A proven track record of over 14,000 transactions a year shows why the Coldwell Banker Commercial organization can handle every client's transaction: from sales to leases, office to retail industry, and brokerage to property management to consultation, and much more.

