



**REQUEST FOR PROPOSAL  
for  
Commercial Realtor  
for the  
HIGH PLAINS LIBRARY  
DISTRICT  
Greeley, CO**

High Plains Library District (HPLD) invites qualified firm to submit a response to a Request for Proposal for Commercial Realtor.

Qualified companies must be licensed in the State of Colorado, maintain an office in Weld County, Colorado, and must have verifiable Colorado experience in real estate.

Proposal deadline is 5:00 pm on December 22, 2017.

**Purpose:** The scope of this RFP is to contract for Commercial Realtor service provided to HPLD

## **I. Terms & Conditions**

### **A. General Terms & Conditions:**

1. **Interested Parties:** All interested companies are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein. An electronic version of this document can be accessed at: [www.mylibrary.us](http://www.mylibrary.us)
2. **Sole Point of Contact:** Questions and requests for clarifications regarding this RFP must be addressed, in writing, email or by phone, to **Eric Ewing, Associate Director of Human Resources & Facilities**, High Plains Library District, 2650 W. 29<sup>th</sup> Street, Greeley, CO 80631, or [ewing@highplains.us](mailto:ewing@highplains.us), or (970) 506-8562. Questions and requests for clarifications may be sent via email, with the words “question” and/or “clarification” in the Subject area of the email. Questions and requests without this subject identification may be considered routine emails and may not get properly addressed. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

All questions and requests for clarification will be responded to either in writing or by email to the originator, and all responses to questions will be posted periodically to the HPLD website. Any responses by HPLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be provided by written addendum to this RFP, and they will be posted to the HPLD website. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless a formal written Addenda is prepared and posted to the HPLD website.

Eric Ewing, Associate Director of Human Resources & Facilities, is considered the **sole point of contact** with regard to this RFP. No communication from any other source shall be considered by the proposer(s) as valid information with regard to these terms, conditions, and specifications.

3. **Tax Exemption:** HPLD, as a local government entity, is exempt from sales and use taxes.
4. **Expenses:** HPLD assumes no liability for payment of expenses incurred by proposers in the preparation and submission of proposals in response to this invitation.
5. **Non-Discrimination:** The Firm agrees not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
6. **Insurance and License Requirements:** HPLD requires the successful Firm to provide evidence of errors and omissions (E&O) coverage of not less than five million dollars (\$5,000,000). Such insurance shall extend to any covered act, error or omission in the performance of services under a contract with HPLD committed, or alleged to have been committed, by the Firm or any person for whom the Firm is responsible. The certificates of insurance shall be issued by a corporation licensed or authorized by the Colorado Department of Regulatory Agencies Division of Insurance to do business in Colorado. If a proposer is self-insured for said coverage, that proposer shall use Addendum B.II.f. to outline the specifics of its self-insured coverage to include evidence (e.g., statement updated to disclose loss contingencies, etc.) which reasonably establishes that it has assets to cover the amount self-insured. HPLD reserves the right to require, from any proposer

representing that it is self-insured, additional information or documentation that substantiates such claim, and may reject as unqualified, any proposal, which in the reasonable judgment of HPLD, cannot document sufficient assets to support the amount of self-insurance claimed.

7. **Governing Law:** The laws of the State of Colorado shall govern any contract executed between the successful proposer and HPLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Weld, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado, and more specifically, Weld County, Colorado.

8. **RFP Schedule:**

RFP Released	November 21, 2017
Questions due	December 8, 2017
RFP Due at 5:00 pm	December 22, 2017
Interviews	January TBD, 2018
Reference Checks	January TBD, 2018
Bid awarded and vendor notification	February 5, 2018
Services commence	February 6, 2018

**B. Proposal Preparation:**

1. **Substantive proposals:** By submitting a proposal, the proposer guarantees that (a) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other proposer or over HPLD.
2. **Indemnification:** The proposer agrees to, and shall, defend, release, and indemnify, and save and hold harmless HPLD, its officer, agents, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property and officers, employees, and agents of HPLD, and further agrees to, and shall, defend, indemnify, and save and hold harmless HPLD, its officers, agents, and employees, from and against any and all claims, costs, demands, liabilities, suits, actions, causes of action, and other legal or equitable proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including, but not limited to claims arising out of and/or predicated upon negligence, breach of contract, tort, or strict liability, in any way resulting from, connected with, or arising out of the contractor's operations or performance in connection herewith.
3. **Date Schedule:** By submitting a proposal, the proposer guarantees that it will be able to comply with the overall elements of the services calendar.
4. **Continuity:** By submitting a proposal, the proposer will make its best efforts to ensure that the key team member(s) remain assigned to HPLD account for the duration of contract. Any changes to the staffing of this engagement must be discussed up front with and approved by HPLD personnel.
5. **Submission Information and Documents:** The proposal must be comprehensive and address all elements requested in *Section II. Scope of Services and Section III. Proposal Requirements*. To

assure that the information provided can be readily identified, the proposal must include, but not limited, to the submission of the following signed documents:

Addendum B - *PROPOSAL COVER SHEET*,

Addendum C - *CHECKLIST AND QUESTIONNAIRE*

Addendum D – *IMMIGRATION CLAUSE FOR CONTRACTS*.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP, (2) are capable of performing quality work to achieve HPLD's objectives.

6. **Signatures:** The proposal must be submitted in ink, signed by an officer of the proposing Firm.
7. **Withdrawal of Proposal:** A Proposer may withdraw its own proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no proposal may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.
8. **Proposal Submissions:** Proposals are to be submitted in sealed envelopes, identified with the proposal number and title, on the forms provided herein, with all attachments, no later than 5:00 PM Mountain Daylight Time on December 22, 2017, to:

Eric Ewing, Associate Director of Human Resources & Facilities  
High Plains Library District  
2650 W. 29<sup>th</sup> Street  
Greeley, CO 80631

A complete submission includes the signed original with all the attachments, five (5) complete copies and one electronic copy. Proposals delivered after that time may be received and read, but will be rejected for lateness.

9. **Confidentiality:** All materials submitted in response to this RFP become the property of HPLD, upon delivery, and are to be appended to any formal documentation that would further define or expand any resulting contract.

Proposals are public information. If proprietary information is needed to support your proposal, it must be packaged separately and labeled "CONFIDENTIAL." Such labeled items will be returned at the end of the selection period.

### **C. Selection:**

1. **Firm Selection:** HPLD intends to select only one firm.
2. **Right of Acceptance and Rejection:** HPLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of HPLD. HPLD is not bound to accept the lowest priced proposal.

3. **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this invitation. The recommendations of this committee will be forwarded to the Board of Trustees for approval and execution. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
  - a. Adequacy, completeness and responsiveness of the proposal
  - b. Qualifications and experience of the firms submitting proposals
  - c. Nature of services offered
  - d. Pricing
  - e. Interviews, if conducted
  - f. Any other items deemed in the best interests of HPLD.

#### **D. Contract Formation:**

1. **Agreement in Writing:** The successful firm must enter into a written contract with HPLD.
2. **Period of Performance: The initial term of the contract will cover the period February 6, 2018 – December 31, 2018, with the option for annual renewals not to exceed a total term of five (5) years.** If, in HPLD's sole discretion, the selected proposer has not executed the contract documents within a reasonable time after selection, HPLD reserves the right to rescind the award and select another contractor.
3. **Amendments to Contract(s):** Parties hereto reserve the right to make amendments or modifications to the contract by written amendment signed by both parties. No amendment shall be effective unless approved by HPLD.
4. **Termination:** Either party may terminate the contract without cause by giving written notice thirty (30) days in advance of termination.

In the event of termination pursuant to this section, the sole compensation to the Contractor will be for any unpaid portion of services performed or delivered at the date of termination.

This agreement will automatically terminate on the occurrence of any of the following events: bankruptcy or insolvency of either party, sale of the business of either party, failure to comply with federal, state or local laws, regulations or requirements, or by no later than December 31, 2022.

To the fullest extent permitted by the law, the Firm will agree to protect, indemnify, defend and hold HPLD entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs, and charges, which shall survive the terms of this agreement.

#### **Section II - Scope of Services**

1. The Firm shall be readily available to perform the following real estate services, as requested by the Board of Trustees, Executive Director, Associate Directors, and Finance Manager:

1. The selected vendor will be responsible for providing support to HPLD staff and Board in analyzing, negotiating, and closing on the lease and/or purchase of suitable space(s) for the Lincoln Park Branch Library.
2. The principal responsibilities of the selected vendor shall be to identify and qualify potential buildings; conduct due diligence on each building; solicit term sheets from selected buildings; and advise and assist in the negotiation of the selected real estate transaction.
3. Specific services may include, but are not limited to, the following:
  - a. Analyze the space programming study of Lincoln Park Branch Library requirements;
  - b. Review HPLD's geographical parameters;
  - c. Prepare a comprehensive market study of available space options, along with an interpretation and assessment of relevant market trends;
  - d. Conduct due diligence investigation of each potential site's specific suitability for HPLD's requirements as well as ownership financial strength/liquidity;
  - e. Assist client in determining appropriate shortlist of candidate buildings;
  - f. Prepare and negotiate landlord lease and/or building purchase agreements;
  - g. Analyze initial term sheets received – both financial and nonfinancial proposed terms, as well as build-out cost and timeframe implications;
  - h. Prepare presentations comparing alternatives to client;
  - i. Assist client in selecting a primary and fallback locations;
  - j. Solicit draft transaction documents from selected landlords and/or sellers;
  - k. Assist client and legal counsel with lease and/or purchase negotiation process;
  - l. Coordinate execution of all transaction documents, evidence of insurance, Non-Disturbance Agreements, etc.
  - m. Assist client in the valuation, listing, and sale transaction of property;
  - n. Other services as requested.

### **III. Proposal Requirements**

Refer to Addendum C for a checklist of items that require a written response as part of your proposal.

**ADDENDUM A**  
**HIGH PLAINS LIBRARY DISTRICT**  
**REQUEST FOR PROPOSAL FOR**  
**Commercial Realtor Services**  
**HPLD Background**

HPLD is considered to be a “Library District” which is a separate legal government entity. HPLD has one affiliation: the High Plains Library District Foundation which was organized in 2002 to raise funds for the sole benefit of HPLD.

HPLD is a system of public libraries serving a population of more than 258,000 in Weld County, Colorado. HPLD's seven branches, online resources, and mobile library service make it a vital force for individual and community transformation. HPLD has an employee base of 200 full and part-time staff. It strives to reach all members of the community, providing free and equitable access to information and an avenue for personal and community enrichment. HPLD is recognized for its commitment to diversity and community collaboration, its quality programming, and its excellent customer service.

HPLD serves 4,000 square miles in Weld County. A listing of all library facilities, hours and locations can be found on [www.MyLibrary.us](http://www.MyLibrary.us).

**ADDENDUM B  
REQUEST FOR PROPOSAL FOR  
Commercial Realtor Services  
PROPOSAL COVER SHEET**

**I. GENERAL INFORMATION**

1. **FIRM NAME** \_\_\_\_\_
2. **ADDRESS** \_\_\_\_\_  
\_\_\_\_\_
3. **PHONE** \_\_\_\_\_
4. **FAX** \_\_\_\_\_
5. **E-MAIL AND WEBSITE** \_\_\_\_\_
6. **CONTACT** \_\_\_\_\_

**II. STATEMENT OF MINIMUM QUALIFICATION**

I, \_\_\_\_\_ (printed name) hereby

declare that I am the \_\_\_\_\_ (title) of

\_\_\_\_\_ (Name of firm) submitting this profile and declaration, and that I am duly authorized to sign this profile and declaration on behalf of the above-named firm. All information set forth in this profile and declaration and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of the submission date.

The signer further certifies that (please initial):

- a. \_\_\_\_\_ The Firm has carefully examined all instructions, requirements, specifications, and terms and conditions of the RFP for which this proposal is submitted. The Firm understands all instructions, requirements, specifications, and terms and conditions of the RFP, and hereby offers and proposes to furnish the goods and services described herein at the prices, fees, and/or rates identified in this proposal, in accordance with the instructions, requirements, specifications, and terms and conditions of the RFP.



- b. \_\_\_\_\_ This proposal is a valid and irrevocable offer that will not be revoked and shall remain open for HPLD's acceptance for a period of ninety (90) calendar days from the proposal due date.
- c. \_\_\_\_\_ The Firm is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances governing business practices.
- d. \_\_\_\_\_ All statements, information, and representations prepared and submitted in this proposal are current, complete, true, and accurate.
- e. \_\_\_\_\_ Submission of this proposal indicates the signer's acceptance of the evaluation technique and that some subjective judgments may be made by HPLD as part of the evaluation.
- f. \_\_\_\_\_ The Firm carries all required insurance and licenses as outlined in Section I.A.7. of this RFP, and will provide certificates of insurance if selected as the successful proposer and before the contract period commences. If self-insured for the required coverages, a full description of the proposing Firm's self-insurance program is attached to this proposal.
- g. \_\_\_\_\_ The Firm is registered in the State of Colorado. A copy of registration is attached.
- h. \_\_\_\_\_ There have been no claims, litigation, or other issues filed or pending against our Firm in the past 5 years except as listed below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- j. \_\_\_\_\_ The Firm is aware of Colorado's Immigration/illegal alien laws pertaining to public contracts. Addendum D (Colorado Statutes 8-17.5 – 102) is signed and attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ADDENDUM C**  
**REQUEST FOR PROPOSAL FOR**  
**Commercial Realtor**  
**CHECKLIST and QUESTIONNAIRE**

**A – Firm, Team and Resources**

1. Provide a brief overview of your firm’s history, including details of any parent company, subsidiary and or associated organization (where applicable), its key differentiators, scope of services, and years in business.
2. Please provide your 2016 financial report, and any other evidence to assure HPLD of your financial solvency. Discuss any impending changes in your organization that could impact the delivery of services.
3. Please describe any way in which your organization has participated with HPLD or could participate in support of our mission. What makes your firm uniquely qualified to work on our account?
4. Describe your firm’s philanthropic and community outreach efforts. How do you feel as though your firm’s mission statement and core values reflect your commitment to the communities you serve?
5. Please identify your proposed service team and supporting personnel (where applicable) who would service the HPLD account, including professional qualifications and educational backgrounds of the account executive and key support personnel and a brief statement outlining their past experiences and expertise that specifically will benefit HPLD warranting their assignment to this account.
6. Please provide three current references for similarly-situated organizations with respect to size and complexity. For each reference please include: (1) length of the servicing relationship with your firm and (2) reference contact name, title and phone number.

**B – Real Estate Agent/Broker**

1. Please describe your real estate expertise, particularly in the public entity and non-profit sectors.
2. As part of the information to be provided above, please describe your organization, size structure, areas of practice, and office locations.
3. Please describe the qualifications of agents/brokers to be assigned to our account. Descriptions should include:
  - a. Professional and educational background of each agent/broker.
  - b. Overall supervision to be exercised.
  - c. Prior experience of the individual agents/brokers with respect to the required experience listed above. Include only resumes of agents/brokers likely to be assigned to the account. Education, position in firm, years and types of experience, and continuing professional education will be considered.

4. Please provide your proposed price to include information on the hourly billing rates for each agent/broker that are expected to work on this account and charges for expenses, if any, such as legal research, copies, faxes, and courier charges. HPLD reserves the right to negotiate with the firm on the structure of the billing and/or fee.

---

Signature

---

Date