



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

March 30, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Personal Services Contracts for As Needed Professional Real Estate Services with Apex Real Estate Partners, LLC, Brown and Carter Management Group LLC, CBRE, Inc., and Lancefield Realty Inc. Each contract not to exceed is \$150,000 for 3 years, total not to exceed is \$600,000. County General funds could be involved as these contracts are for “on call” or “as-needed basis” work.

Previous Board Action/Review	Briefed at Issues - March 28, 2023		
Performance Clackamas	Build public trust through good government by providing budget responsibility and transparency		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Ryan Rice	Contact Phone	503-742-5446

EXECUTIVE SUMMARY: The intent of these contracts is to expand the current pool of licensed, qualified firms or individuals to provide a full range of commercial real estate needs and related services. Work will be on an as-needed basis to assist the County in assessing a full range of facility options including but not limited to, client’s needs assessment, locations in relation to public transportation routes, sizes of facilities, client and public parking, safety and security of locations regarding the potential purchase or lease of future County buildings and property to meet current and future needs.

Current examples of Potential County needs include:

- Health, Housing and Human Services Department (“H3S”), Behavioral Health Clinics Division, are looking for two to four facilities with approximately 20,000sf to 25,000sf in the Oregon City, North County and Canby areas.
- Negotiating new leases.
- Renegotiating renewals of current County space on several commercial properties where their lease periods will expire in the near future.
- And other work as assigned.

RECOMMENDATION: Staff recommends approval of these contracts for as needed commercial real estate services.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7610**

This Personal Services Contract (this “Contract”) is entered into between **Apex Real Estate Partners, LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following: On-Call Professional Commercial Real Estate Services, described in County’s RFQ 2022-107 (“Work”), attached hereto as **Exhibit A** and incorporated by this reference herein, and further described in Contractor’s response, attached hereto as **Exhibit B** and incorporated by this reference herein.

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** for the life of the contract, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Provided, however, that the \$150,000 not to exceed amount is limited to transactions in which the County is obligated to pay Contractor directly. For real estate transactions in which Contractor is paid by the owner of real property as part of the closing costs of a transaction, Contractor shall be paid on a commission basis in accordance with Exhibit B of the Contract. The \$150,000 not to exceed limit is inapplicable to such transactions as the County is not the party paying Contractor.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462

to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to the project manager requesting the services and as identified in the Task Order document.

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit B are void.

7. Contractor and County Contacts.

Contractor Administrator: Matt Cole Phone: 503-595-22836 Email: Matt@apexcre.com	County Administrator: Ryan Rice Email: RRice@clackamas.us
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County: The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material

change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall

surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be

responsible for its own attorneys' fees and expenses.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Apex Real Estate Partners, LLC

Clackamas County

DocuSigned by:
Nathan Sasaki March 10, 2023
Authorized Signature Date

Chair

Nathan Sasaki Managing Member
Name / Title (Printed)

Recording Secretary

196928-96
Oregon Business Registry #

Date

DLLC/Oregon
Entity Type / State of Formation

Approved as to Form:
[Signature] 03/16/2023
County Counsel Date

EXHIBIT A
RFQ 2022-107
As Needed Professional Commercial Real Estate Services
Published December 19, 2022



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2022-107

Issue Date: December 19, 2022

Project Name:	As Needed Professional Commercial Real Estate Services		
Quote Due Date/Time:	January 18, 2023; 2:00 PM PST		
Procurement Analyst:	Juliana Snegireff	Email:	jsnegireff@clackamas.us

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
[HTTPS://BIDLOCKER.US/A/CLACKAMASCOUNTY/BIDLOCKER](https://bidlocker.us/a/clackamascounty/bidlocker)**

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsa/> Document No. S- C01010-00005246. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum. LATE QUOTES WILL NOT BE ACCEPTED.
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to expand our existing contract pool for commercial real estate firms to meet the growing needs of the county. If your firm currently holds a Real Estate Services contract with Clackamas County, there is no need to submit on this RFQ.

Background:

The County intends to award to multiple contracts to licensed, qualified firms or individuals to provide a full range of commercial real estate needs and related services. Work will be on an as-needed basis to assist the County in assessing a full range of facility options including but not limited to, client's needs assessment, locations in relation to public transportation routes, sizes of facilities, client and public parking, safety and security of locations regarding the potential purchase or lease of future County buildings and property to meet current and future needs. In developing the potential range of options, creativity and the ability to estimate costs of construction options will be essential, as is experience working with similar commercial businesses and the public sector. The quoter should then be able to work with the County through all the real estate steps of implementing the selected property option(s). The County does not guarantee a specific amount of services, as Work will be requested on an as-need basis.

Scope

Clackamas County Facilities Management division ("CCFM") is seeking commercial real estate brokers, agents, or advisors to offer a quote in response to this solicitation. The successful quoter will be tasked with developing, considering and presenting a wide range of options best suited to delivering to the County multiple administrative, office, public and behavioral clinic facilities to house required administrative, office, health clinic space, legal and technical services teams as well as sufficient adjacent client and employee parking.

Current examples of Potential County needs include:

- Health, Housing and Human Services Department ("H3S"), Behavioral Health Clinics Division, are looking for two to four facilities with approximately 20,000sf to 25,000sf in the Oregon City, North County and Canby areas.
- Negotiating new leases.
- Renegotiating renewals of current County space on several commercial properties where their lease periods will expire in the near future.
- And other work as assigned.

The County may require the awarded firm to provide the marketing of excess commercial property using real estate marketing methods until the property(s) sell, or until the contract with the commercial real estate company expires. The company will also execute any real estate purchases or leases selected from the analyzed options presented to and approved by the County.

The awarded contract will be on an "on-call" or "as-needed basis" for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. Rate Sheet;
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, price/fees, references, and proposal to complete the project

QUOTE CERTIFICATION FORM
RFQ #2022-107

Submitted by: Apex Real Estate Partners, LLC
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFQ.

Name: Matt Cole Date: January 18, 2023
 Signature: [Handwritten Signature] Title: Managing Director
 Email: Matt@apexcre.com Telephone: (503) 595-2836
 Oregon Business Registry Number: 196928-96 OR CCB # (if applicable): _____

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

Exhibit B
Vendor Response



CLACKAMAS COUNTY

PROPOSAL FOR AS NEEDED

PROFESSIONAL COMMERCIAL REAL ESTATE SERVICES

REQUEST FOR QUOTES

#2022-107



CUSHMAN &
WAKEFIELD



APEX
REAL ESTATE PARTNERS



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January 18, 2023

Clackamas County - Procurement Division
Juliana Snegireff
Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Dear Ms. Snegireff,

Thank you for the opportunity to participate in Clackamas County's Request for Quotes (RFQ) for Professional Commercial Real Estate Services. Real estate is local, and so is our team. To service the County in the most holistic, comprehensive manner possible, Apex Real Estate Partners and Cushman & Wakefield have partnered together to provide the best-in-class service and expertise.

Apex and Cushman & Wakefield (the "Team") are the two highest velocity commercial brokerage houses in Oregon. The breadth and outreach of our companies encompass Clackamas County's and extends throughout the state. Our partnership combines knowledge of the unique conditions required for public sector entities such as budgeting, approval procedures, and funding challenges. The formation of our Team optimizes our ability to provide a complete spectrum of services. Our access to a wider array of resources and industry experience gives us a competitive advantage over other firms, making us a prime candidate for aiding the County in its real estate needs.

Our Team's partnership combines years of applied real estate experience with special knowledge of the local market and proven dedication to support the County in creating strong communities. We provide solutions to long-term strategic real estate objectives while considering the community impact from all angles. Disposition, acquisition, landlord leasing, tenant leasing, master planning, and ground up development are all within our scope of work with municipalities, health systems and counties. Our atypical collective breadth of in-house resources also include property management, project management, appraisals and valuation, development consulting, portfolio servicing as well as ancillary services such as legal counsel, construction management, space planning/programming, financial analysts, marketing, and research.

While we customize approach and strategy for each client, the process we describe in this RFQ response is similar to what we developed and implemented in partnership with the State of Oregon, where we have realized \$80 million in portfolio savings to the State, while improving workplace standards.

Our experience managing this process, with clients referenced in this response, is a fundamental part of the value that we will bring to Clackamas County. These clients include, but are not limited to:

- State of Oregon
- Tuality Healthcare
- Legacy Health
- City of Portland
- Precision Castparts
- Fora Health
- Multnomah County
- Kiewit
- Providence Health
- Oregon Department of Human Services
- Oregon Health & Science University
- PeaceHealth
- TriMet

Any significant renewal, build-out, or relocation provides an opportunity to establish a client's needs assessment and then meet and exceed those needs, in addition to potentially accomplishing larger County goals and objectives. Additionally, we will provide insight into changing occupier trends, including increased employee flexibility and mobility, and assist with ensuring your workplace vision can be implemented into real estate decisions.

We have extensive experience in Clackamas County and ave completed nearly 250 transactions over the last five years.

Any Trade Secret or proprietary information to be withheld from disclosure is identified throughout our response.

We would welcome the opportunity to discuss our response further and would like nothing more than the opportunity to partner with Clackamas County and serve as a resource for Professional Commercial Real Estate Services. Thank you for your consideration.

Sincerely,

Matt Johnson, Executive Managing Director

Wes Mallard, Broker






































A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

CONFIDENTIAL / TRADE SECRET

To meet the County's needs, our Team has structured this response to meet the full range of commercial real estate needs and related services. The tables below begin by summarizing the team's relevant experience working with different use types and transaction structuring relative to the Scope of Work. What follows are more detailed project summaries with project information outlining specific results.

Thank you for the opportunity to participate in Clackamas County's Request for Quotes (RFQ) for As Needed Professional Commercial Real Estate Services (#2022-017). We encourage you to reach out to our references who will tell you how our experience produces actionable recommendations to support strategic and defensible real estate decisions.

RELEVANT EXPERIENCE WORKING WITH USES RELATIVE TO SCOPE OF WORK:

SCOPE OF WORK	STATE OF OREGON	LEGACY HEALTH	MULTNOMAH COUNTY	OHSU	CITY OF PORTLAND	TUALITY HEALTHCARE	FORA HEALTH	PEACE-HEALTH	DHS
Administrative Office									
Behavioral & Public Health Clinic Space									
Legal Services									
Technical Services									
Client & Employee Parking									

RELEVANT EXPERIENCE WITH TRANSACTION STRUCTURING RELATIVE TO SCOPE:

SCOPE OF WORK	STATE OF OREGON	LEGACY HEALTH	MULTNOMAH COUNTY	OHSU	CITY OF PORTLAND	TUALITY HEALTHCARE	FORA HEALTH	PEACE-HEALTH	DHS
Facility Search									
Negotiating New Leases									
Renegotiating Renewals									
Build-to-Suit / Adaptive Re-Use									
Property Disposition									
Property Marketing									
Property Acquisition									
Other Services as Assigned									

A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

CONFIDENTIAL / TRADE SECRET

PROJECT OVERVIEW

Our knowledge of the Clackamas County and Portland Metro region is evident based on our experience providing services throughout the area.

Our Team of experts has unmatched portfolio experience working with public and healthcare sectors, and we have developed proactive strategies for guiding decision-making. The work we do is intentional, and because of this, we have presented at the National Association of State Facilities Administrators (NASFA) on how the process we have created yields optimal solutions for our clients.

Our proven process and approach has helped public agencies and some of the regions largest companies with strategic real estate planning, acquisition, and disposition of land and buildings and lease representation. We have also had many successful projects negotiating new leases, renewals, and transacted purchase and sale agreements on behalf of public sector and healthcare clients such as the State of Oregon, Multnomah County, PeaceHealth, Legacy Health and Oregon Health & Science University as illustrated below.



CLIENT
Oregon Health & Science University (OHSU)

LOCATION
Oregon - Multiple Locations

- SERVICES**
- Real estate evaluation & analysis
 - Site search and selection
 - New leases & renewals
 - Disposition
 - Marketing
 - Acquisition

OHSU is a massive organization focusing on public services primarily on health sciences. Apex and Cushman & Wakefield have been assisting OHSU with its real estate needs for over a decade. Our combined experience includes providing broker opinion of values (BOV's), land dispositions, purchase vs lease evaluation, site selection and identification, and lease renewal analysis and implementation.

On recent projects, we have partnered with OHSU to meet their specialized needs as a public health institution, including challenges presented by medical-specific building modifications. Recently, we successfully aided OHSU in securing a pharmacy and administrative support staff space large enough to accommodate future growth and negotiated at a competitive rate, generating \$250,000 in abated rent and tenant improvements. In addition, we underwent a subsequent renegotiation of this space, achieving a 50% savings from the start rate.

Our teams are currently working with OHSU on the initiation of new leases, renewal of existing leases, evaluation of existing properties under ownership, and acquisition of new facilities. OHSU sought our expertise in the evaluation of co-locating over 140,000 SF in Portland's CBD, which ultimately generated a cost neutral solution to combine locations. Currently, our teams are now supporting OHSU in subleasing their spaces as they implement a hybrid work strategy.

ADDITIONAL HEALTHCARE CLIENTS (CURRENT & PAST, PARTIAL LIST)





SITE SELECTION

Cushman & Wakefield was retained by Legacy Health to evaluate a potential renewal and relocation of a dated facility in St. Helens. There were a limited number of potential sites in St. Helens, and as a result an alternative would have to be constructed. Additionally, there were few sites being marketed, and only one emerged as viable alternative. Additional due diligence on the site revealed a restriction that the current owner of the existing occupancy controlled – which prohibited it from being an alternative. Our team created another “off market” alternative at a site better than the current location, but not optimal given the criteria we were provided by Legacy. We controlled the site through negotiations and then engaged pre-qualified national developers.

Our process consisted of the following:

- Interview 20 pre-qualified developers.
- Send an RFI to eight developers which best fit the criteria developers, including financial and potential risk.
- We then sent an RFP to five of the qualified developers, where through an extensive negotiation, we were able to achieve two developers with the most advantageous terms. We evaluated the developers on the risk associated with them completing the project in a timely manner, and while both were extremely qualified, one emerged as having a slight advantage over the other – we negotiated an LOI with the preferred developer and placed the second in a backup position.
- While we were completing the developer selection process, we simultaneously engaged the existing owner and we continued to look for sites which better fit the criteria provided by Legacy Health.

As a result of our efforts, we found a site controlled by a local developer (another off-market opportunity). We engaged this developer and consistent with our initial financial analysis we provided Legacy, the developer agreed to similar return of 7.5% that the national developers were taking, this is over a 20% reduction in the initial rate of return local developers surveyed last year reported they would require in St. Helens – this savings is passed on directly to Legacy. We have summarized the qualitative and quantitative results of this analysis to Legacy to support well-informed decision making.

BUILD TO SUIT

Apex in partnership with 3S Development (“Developers”) completed the ground-up construction / build-to-suit for Legacy Health. Due to the strength of Legacy, the Developers were able to secure construction/permanent financing and lock rate upfront. This enabled Legacy to secure a long term lease at a very attractive lease rate. The project was completed using an open book format. The Developers also procured a Guaranteed Maximum Price (“GMP”) contract with the General Contractor prior to construction. The GMP provided some protection on cost (unknown costs and change orders are excepted), and the fixed-rate and lease terms assured a very positive outcome for the client.

The Developers did an excellent job delivering both on time and budget. Beyond the overall project success, the Developers had to overcome some unforeseen obstacles in which we were able to mitigate and not only saved a considerable amount of money, but also kept the project on time.

CLIENT

Legacy Health

LOCATION

St Helens, OR

SERVICES

- Real estate evaluation & analysis
- Site search and selection
- Acquisition
- Build-to-Suit
- Construction Management



A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

CONFIDENTIAL / TRADE SECRET



CLIENT

PeaceHealth

LOCATION

Oregon & Washington
Multiple Locations

SERVICES

- Real estate evaluation & analysis
- Site search and selection
- New leases & renewals
- Disposition
- Marketing
- Acquisition

PROCESS

Our Team was engaged by PeaceHealth to evaluate a real estate strategy and analysis on their portfolio of properties. This included analysis and recommendation to hold or sell properties identified as potential surplus, provide leasing strategy and execution, evaluate own versus lease and execute acquisition and disposition.

Step 1: Capture A Comprehensive Location List and Map Existing Footprint Using ArcGIS/ESRI.

We have taken the property database from PeaceHealth and mapped it and are currently at the early stages of evaluating a technology solution to store all real estate related information.

Step 2: Perform Mark-to-Market Rent Assessments and Broker Opinion of Values
For the properties that PeaceHealth own we have provided support and BOV's on roughly twenty properties, this supports PeaceHealth in identifying which properties are not strategic and can be disposed of. Additionally, we performed a mark to market lease analysis for their HQ Location and a tenant in a building they own. Currently we are supporting PeaceHealth in an evaluation of strategic assets in a leasehold interest and developing strategies for some assets deemed essential to acquire them.

Step 3: Property Condition Assessments

In this particular project we have not preformed individual assessments of properties; however, we have reviewed both the required maintenance and considered the facilities capital expenditure plan as part of our overall strategy recommendations.

Step 4: Assess Utilization and Strategic Value of Site to Health System Operations

We have reconciled our broker opinion of values for surplus land with PeaceHealth's internal strategy, and are actively marketing several properties. Additionally, we are awaiting PeaceHealth Medical's strategy to finalize so we can incorporate it in our real estate analysis portfolio wide.

Step 5: Assess Market Dynamics

Given the vast geographic distribution of many of the owned and potentially surplus assets, we have assessed the market dynamic in both urban and rural areas, which can support PeaceHealth in decision making to understand the challenges and opportunities in both declining markets as well as growing markets.

Step 6: Utilize Scorecard for Decision-Making Matrix

Our team reviews the scorecards, market assessments and BOV's on our weekly call with PeaceHealth's real estate committee. The results of the review place the project in different tiers of priority and action in our work plan. We develop a weekly agenda, with input from PeaceHealth and distribute notes to the committee summarizing what was accomplished, what tasks are outstanding and what the next steps are.

Step 7: Develop and Implement a Strategic Real Estate Plan

The results of our analysis have produced a Work Plan that is an iterative document we are in the process of executing. Additionally, we are at the early stages with PeaceHealth Medical to have real estate support their larger business strategy.

RESULTS

- Retaining a 240,000 RSF tenant in a building PeaceHealth owns and increasing the rate their tenant paid from their original proposal by nearly 20%.
- Disposition of several properties are currently in process
- Formation of work plan to address surplus properties
- Furthering the development of PeaceHealth's overall real estate strategy (in process)

A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

CONFIDENTIAL / TRADE SECRET



CLIENT

State of Oregon
Oregon Department of Human Services (DHS)

LOCATION

Portland, Oregon

SERVICES

- Real estate evaluation & analysis
- Site search and selection
- New leases & renewals

PROJECT OVERVIEW

The State of Oregon's Department of Human Services, which provides various community services, was scattered in multiple locations around East Portland. The long-term goal of the organization was to collocate offices into a single, one stop service center to support the community. Each operation potentially slated for inclusion at the new location had different lease expirations and varying size/space needs.

Initially our Team approached the assignment by identifying all potentially available locations for a collocation of DHS offices providing services to the general population. After identifying the ideal service line for collocation, a needs assessment was done to assist in defining the size and functional use of the new office space. Part of the needs assessment was a general locational analysis pinpointing the highest use areas of the communities that participate in the services provided. A full market search and community outreach effort was undertaken by our Team, evaluating build-to-suit opportunities as well as existing structures.

A detailed search uncovered an opportunity off NE 122nd Ave and NE Glisan St, essentially ground zero for a new service center. Having been recently acquired by a local seasoned Landlord, an ideal candidate to work through the detailed process of State lease negotiations, this property and building quickly became recognized as the best solution for DHS. The result was a successful, economically favorable, 15-year lease transaction for a 117,000 SF service center for the community. This model is a new concept for the State of Oregon, and arguably a key driver in portfolio savings through identifying efficient co-location opportunities and negotiating aggressively on behalf of the State of Oregon.

PROJECT OVERVIEW

The ownership of the building DHS occupied was looking to expand their business and retain occupancy of the building. Under a short time constraint, the State of Oregon engaged our team to identify an option for a service delivery location – a site that served the future of the community and continued to drive the mission of the organization.

With no existing sites readily available, we identified multiple sites that could accommodate a build-to-suit within the identified market area (based on demographic analysis). Through a competitive developer RFP process, we structured a transaction to achieve the State's three primary goals:

1. Lowest cost structure,
2. Low risk, and
3. Ability to meet timing objectives.

Our collective teams achieved all goals.



CLIENT

State of Oregon
Oregon Department of Human Services (DHS)

LOCATION

Beaverton, Oregon

SERVICES

- Real estate evaluation & analysis
- Site search and selection
- Acquisition
- Build-to-suit

A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

CONFIDENTIAL / TRADE SECRET



CLIENT
State of Oregon
Oregon Department of Human
Services (DHS)

LOCATION
Portland, Oregon

- SERVICES**
- Real estate evaluation & analysis
 - Site search and selection
 - New leases & renewals
 - Disposition
 - Marketing
 - Acquisition

PROJECT OVERVIEW

The State of Oregon's most populous county, Multnomah County, has selected Apex and Cushman & Wakefield as their Real Estate broker of service for the next three years.

In this role, we will be responsible for providing:

- Broker Opinion of Values (BOV)
- Managing land dispositions
- Evaluating purchase versus lease options
- Identifying, and selecting suitable sites, and
- Conducting lease renewal analysis and implementation

As a large organization with a strong commitment to community involvement, Multnomah County values our Team's expertise and dedication to serving their needs.

CHALLENGES & RESULTS

Our Team is currently reviewing the leased and owned portfolio in order to reduce costs and optimize locations, all while keeping in mind the changing needs and preferences of employees in terms of how they use space.

As part of our responsibilities, we will assess properties that are either underutilized or overcrowded and in need of capital improvements. However, we must consider budget constraints and costs when determining whether the County will be able to address any issues with these properties within the portfolio.

ADDITIONAL PUBLIC SECTOR CLIENTS (CURRENT & PAST, PARTIAL LIST)



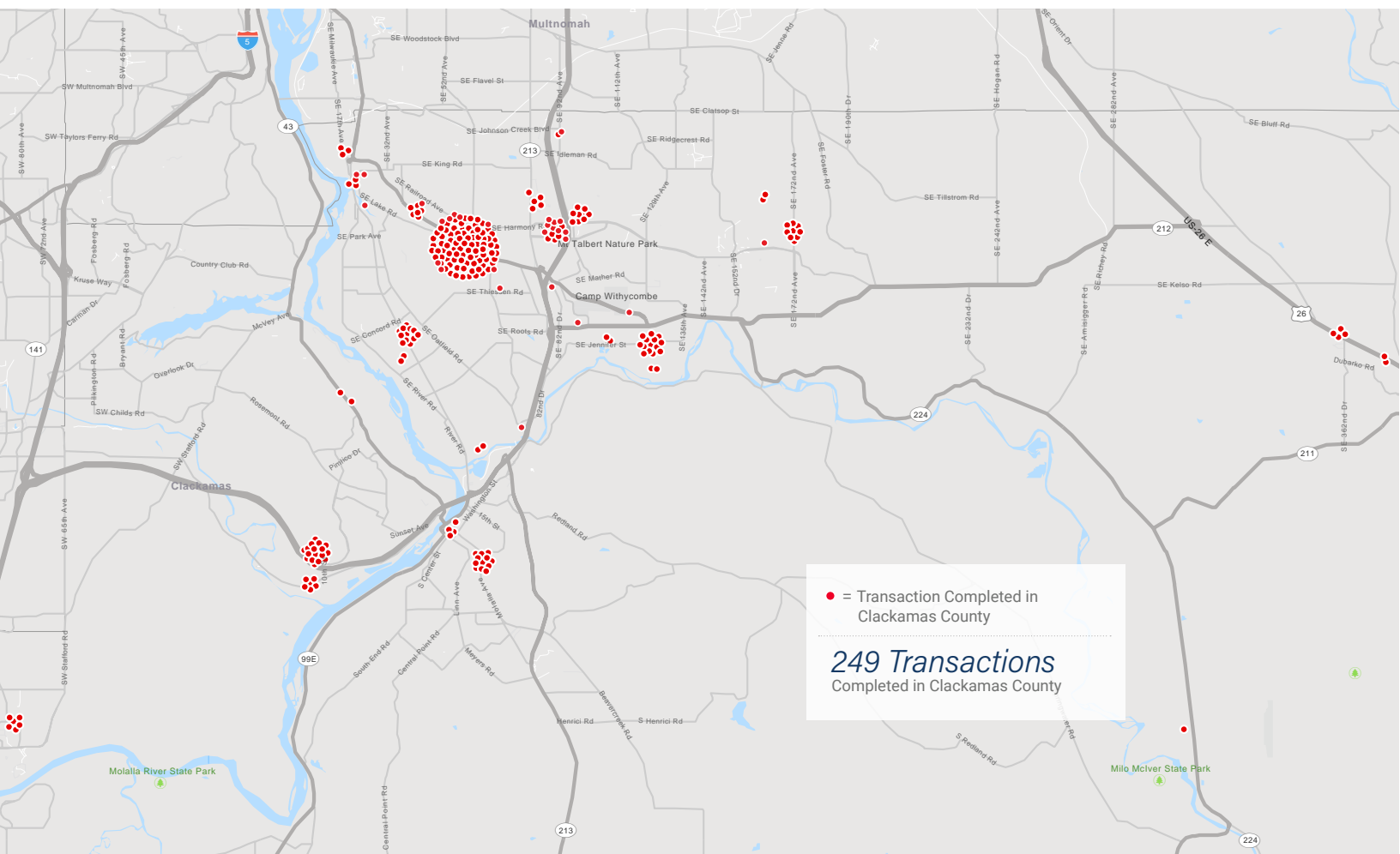
A. COMPANY EXPERIENCE IN THESE TYPES OF PROJECTS

EXPERTISE

Our knowledge of Clackamas County, North County, and Canby is evident based on our experience providing services throughout the region. We are well versed on what is happening in the market and track current activity impacting the community.

- The MAX Light Rail lines have driven significant growth and access to Milwaukie. After working with all of the national multifamily developers active in Portland, we know how important public transit is for continued growth. They are also ideally focused on properties in as close of a proximity to Portland as they can get without entering Multnomah County. Milwaukie is well poised to capture much of the interest from these types of groups.
- The Milwaukie Bay Park Project will dramatically redefine the Milwaukie landscape. In addition to creating places for recreating and living, the project will develop case studies for more prominent developers who have historically been apprehensive about entering the Milwaukie market. The recent multifamily projects delivered in proximity to the MAX Light Rail lines have paved the path. The next round of development will redefine the parameters and players who will be involved in the future of Milwaukie.
- The Shipley family has communicated with the City they will likely be disposing of their holdings in Milwaukie. The family owns two properties on the doorstep of the MAX Light Rail lines that have bracketed the gateway to the public transit hub in Milwaukie and will represent excellent development opportunities. The addition of the former courthouse to the collective offerings which will be coming to the market will grow activity, interest, and breadth of exposure.
- Hwy 99E is currently being repaved ahead of the I-205 tolls to increase access for commuters and freight traffic through town.
- Work is being done to convert the old Canby library building into a beer hall, bringing new life to a historic structure.
- The City of Canby is exploring options for developing a 43 acre parcel on the waterfront.
- The city has been focused on the high tech manufacturing/industrial sector as key economic development areas
- Canby School District is working with a buyer to relocate a historic schoolhouse building on the grounds of Carus Elementary
- Canby High School is undergoing significant renovations to upgrade its state of the art CTE building – which houses engineering, agriculture, building construction, career development and graphic design courses. The science wing of the high school will also be renovated. Part of a recent bond measure that passed to help incentive Canby kids to stay in town to work in the manufacturing/engineering sectors.

The map included indicates transactions we have done in Clackamas County over the last 5 years.



B. EXPERIENCE OF STAFF THAT WILL WORK ON THE PROJECT



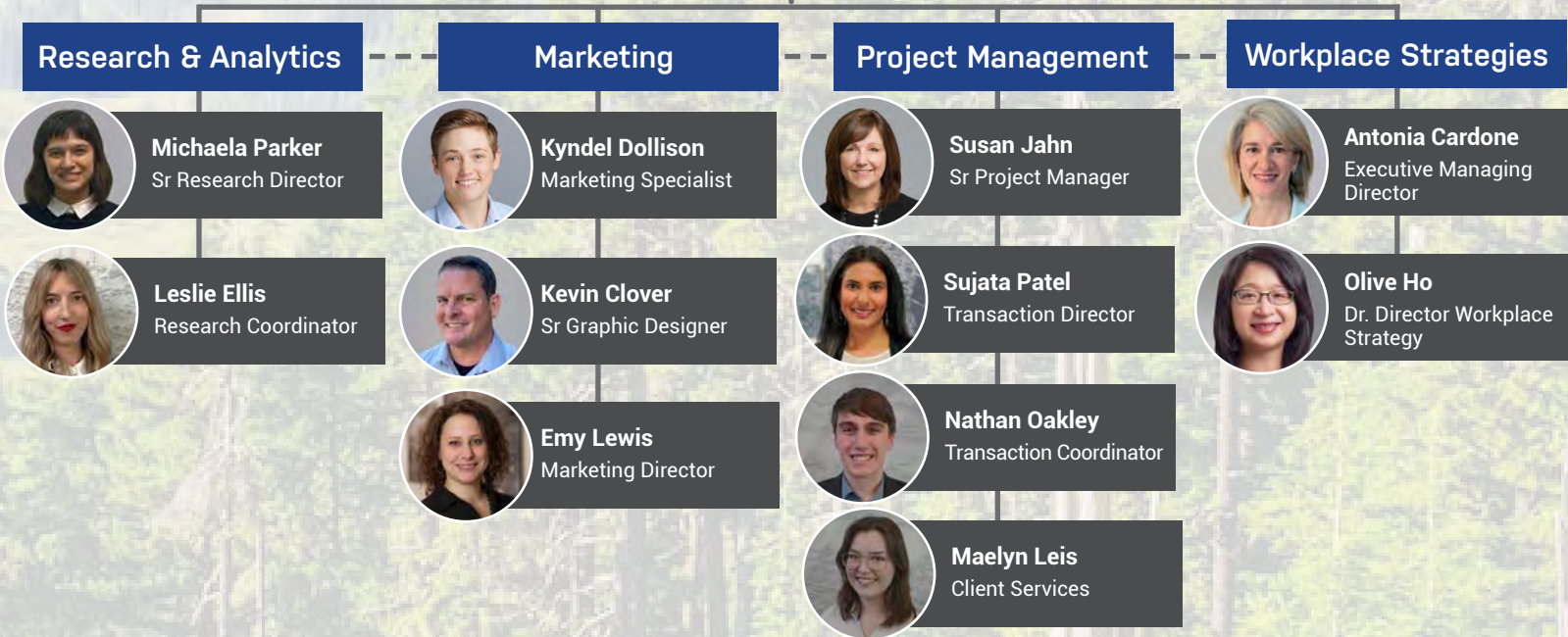
Strategic Partners



Lead Coordinators



Support



B. EXPERIENCE OF STAFF THAT WILL WORK ON THE PROJECT



MATT JOHNSON Executive Managing Director

Matt Johnson has been working in real estate for the last 15 years as a consultant and advisor at Cushman & Wakefield. Matt is currently the team lead for the development and implementation of The State of Oregon's portfolio optimization and evaluation strategy, achieving over \$80M in realized savings. Holding a master's in urban and regional planning and a certificate in real estate development, Matt utilizes his background to help clients make well-informed and strategic decisions. Prior to becoming a licensed broker, Matt was a site selector for Cushman & Wakefield for the West Coast.



MARK CARNESE Executive Managing Director

Mark Carnese combines his experience in real estate development, finance, and appraisal to provide detailed problem-solving skills to clients who are leasing, acquiring, or disposing of property. Prior to Cushman, Mark worked for a developer and understands how they think and operate. For the last 20 years, he has been exclusively in an advisory role for companies evaluating retaining a developer, owning, or leasing property, and representing the end-user. Mark provides strategic planning and brokerage services combining detailed financial analysis, structured lease and disposition strategies, tenancy on asset valuation, and scenario modeling to understand the ownerships and potential purchasers' perspective.



NATHAN SASAKI Executive Director

Nathan Sasaki opened Apex Real Estate Partners in 2004. Apex has grown to be the largest commercial real estate certified Minority Owned Business Enterprise licensed in Oregon and Washington. Nathan previously had acquired Pacific Real Estate Management Group in 2001, working with private equity clients and local and national corporations, including Fortune 1000 companies. Nathan has built a stellar reputation based on his exceptional ability to understand his clients' needs and offer key insights that help them capitalize on market opportunities. His extensive industry knowledge is built on two decades in the real estate industry. With a nationwide total of more than 18 million SF of completed lease transactions and \$1 billion in sales transactions, Nathan has a proven record of meeting his clients' needs, exceeding their expectations, and building strong relationships locally and nationally.



HANS EUGENE Director, MAI

Hans Eugene is a Director within the Valuation & Advisory group. Prior to joining Cushman & Wakefield, Hans earned the level of Director at Property Valuation Advisors in Chicago, where he began working in 2005. Over his career, Hans has completed market value appraisals, HUD (Housing and Urban Development) appraisals, portfolio valuations, feasibility studies, and investment advisory services on behalf of financial institutions, insurance companies, individual property owners, and developers, REITs, pension funds and municipal agencies. His valuation and real estate advisory experience spans a range of property types and includes office buildings, shopping centers, lodging properties, small to large scale industrial buildings, parking facilities, golf courses, historic properties, vacant land, multifamily properties, mixed-use buildings, manufactured housing communities and senior housing. Hans has provided valuation services throughout the entire United States.



WES MALLARD Broker

Taking a strategic advisory approach, Wes helps clients locate spaces that fit current and future business needs. Wes recognizes the importance of analyzing client needs to support the mission for long-term success and will guide them through each step of their real estate experience. Wes serves as the lead for Apex's Public Agency Practice, he has a distinctive approach to working within the government and non-profit sectors. Wes serves as the point of contact for all new and ongoing public agency work and is currently working with Oregon Health & Science University (OHSU) and City of Portland on several commercial real estate projects. Prior to joining Apex, Wes worked several years in the medical device industry and NFL. Through his successful career in sales and team leadership, Wes has a history of exceeding quotas, building customer relationships, capitalizing on valuable business opportunities, and overcoming obstacles.



ALI DAVIS Broker

In Ali's current role as a broker focused on tenant representation, acquisitions, and dispositions in Portland's CBD and NW Districts and she represents several nonprofit organizations. As a former nonprofit employee at Social Venture Partners Portland (SVP), Ali remains actively engaged in the nonprofit community as an SVP Partner and serving on the board for the Make It Foundation. Through SVP, Ali is currently donating time to work on an organizational capacity assessment for Alliance in Equity in Montessori Education (AEME). The core of Ali's participation in the local nonprofit-community is a commitment to equity in education.

RATE SHEET

Our Team has included a commission schedule which would be associated with transactions of real estate on behalf of the County.

Compensation is transactional based. Disposition fees are paid by Seller, Acquisition fees are paid by Seller, Landlord fees paid by Owner/Landlord, Tenant Leasing fees are also paid by the Owner/Landlord.

Our Team does not require or expect any expenses to be reimbursed by the County.

Commission-based guidelines

If the property, for sale or lease, is owned by the County, then the County will be responsible for paying commission and varies on the subject property.

Real property disposition. For the sale of any real property, the County shall pay at closing as follows:

Sale price	Commission
• \$1 - \$499,999	6%
• \$500,000 - \$1,499,999	5%
• \$1,500,000 - \$2,499,999	4%
• \$2,500,000 - \$19,999,999	3%
• \$20,000,000 and above	2%

This structure provides for full market compensation on small projects while acknowledging the economies of scale created by large projects. In the event that the buyer was represented by a real estate broker, they would be entitled to half of the above fee.

Acquisition Transactions

- For the purchase of any real property, commission fees will be paid by the Seller.
- The Port will not agree to enter into a purchase agreement without the Contractor being paid a fee by the seller equal to at least half of the fee structure above for the sale of real property.
- If property being acquired is off market and the seller has no representation we would utilize the disposition schedule to determine fees the Port would be incurring.

Lease and Sublease assignments

- Contractor shall be paid 6% of the total lease consideration if the lessee is represented by a real estate broker and 4% if the lessee is not represented.
- If the lessee is represented the fee would be split 2/3rds to the lessee's representative and 1/3rd to Contractor.
- Said fees shall be paid fifty (50%) percent upon lease execution and fifty (50%) percent upon commencement of the lease.

Buy-out negotiations

Contractor shall be paid 5% of the total rental payment savings, less buyout costs if the lease is terminated.

Lease Renewals/Restructuring

This fee will be paid by the landlord (If Landlord is the Port).

The fee paid by a landlord is

- 2.5% of years 1-5
- 1.5% of years 6 – 10

HOURLY RATES

Hourly rates are summarized in the table below. Note, in the event of a commissionable event, some or all of the hourly rates invoiced will be credited back to the County.

• Matt Johnson	\$300/hour	• Wes Mallard	\$150/hour
• Mark Carnese	\$300/hour	• Ali Davis	\$150/hour
• Nathan Sasaki	\$300/hour	• Administrative	\$100/hour
• Hans Eugene	\$150/hour		



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7611**

This Personal Services Contract (this “Contract”) is entered into between **Brown and Carter Management Group LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following: On-Call Professional Commercial Real Estate Services, described in County’s RFQ 2022-107 (“Work”), attached hereto as **Exhibit A** and incorporated by this reference herein, and further described in Contractor’s response, attached hereto as **Exhibit B** and incorporated by this reference herein.

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** for the life of the contract, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Provided, however, that the \$150,000 not to exceed amount is limited to transactions in which the County is obligated to pay Contractor directly. For real estate transactions in which Contractor is paid by the owner of real property as part of the closing costs of a transaction, Contractor shall be paid on a commission basis in accordance with Exhibit B of the Contract. The \$150,000 not to exceed limit is inapplicable to such transactions as the County is not the party paying Contractor.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice

thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to the project manager requesting the services and as identified in the Task Order document.

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit B are void.

7. Contractor and County Contacts.

Contractor Administrator: Ashley Butler Phone: 503-726-8038 Email: ashley@brownandcarter.com	County Administrator: Ryan Rice Email: RRice@clackamas.us
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County: The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUTURE FUNDS. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County

as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all

documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Brown and Carter Management Group LLC

Clackamas County

Ashley Butler

Mar 13, 2023

Ashley Butler (Mar 13, 2023 09:15 PDT)

Authorized Signature

Date

Chair

Ashley Butler

Name / Title (Printed)

Recording Secretary

1469273-97

Oregon Business Registry #

Date

DLLC/Oregon

Entity Type / State of Formation

Approved as to Form:

03/16/2023

County Counsel

Date

EXHIBIT A
RFQ 2022-107
As Needed Professional Commercial Real Estate Services
Published December 19, 2022



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2022-107

Issue Date: December 19, 2022

Project Name:	As Needed Professional Commercial Real Estate Services		
Quote Due Date/Time:	January 18, 2023; 2:00 PM PST		
Procurement Analyst:	Juliana Snegireff	Email:	jsnegireff@clackamas.us

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
[HTTPS://BIDLOCKER.US/A/CLACKAMASCOUNTY/BIDLOCKER](https://bidlocker.us/a/clackamascounty/bidlocker)**

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsa/> Document No. S- C01010-00005246. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum. **LATE QUOTES WILL NOT BE ACCEPTED.**
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to expand our existing contract pool for commercial real estate firms to meet the growing needs of the county. If your firm currently holds a Real Estate Services contract with Clackamas County, there is no need to submit on this RFQ.

Background:

The County intends to award to multiple contracts to licensed, qualified firms or individuals to provide a full range of commercial real estate needs and related services. Work will be on an as-needed basis to assist the County in assessing a full range of facility options including but not limited to, client's needs assessment, locations in relation to public transportation routes, sizes of facilities, client and public parking, safety and security of locations regarding the potential purchase or lease of future County buildings and property to meet current and future needs. In developing the potential range of options, creativity and the ability to estimate costs of construction options will be essential, as is experience working with similar commercial businesses and the public sector. The quoter should then be able to work with the County through all the real estate steps of implementing the selected property option(s). The County does not guarantee a specific amount of services, as Work will be requested on an as-need basis.

Scope

Clackamas County Facilities Management division ("CCFM") is seeking commercial real estate brokers, agents, or advisors to offer a quote in response to this solicitation. The successful quoter will be tasked with developing, considering and presenting a wide range of options best suited to delivering to the County multiple administrative, office, public and behavioral clinic facilities to house required administrative, office, health clinic space, legal and technical services teams as well as sufficient adjacent client and employee parking.

Current examples of Potential County needs include:

- Health, Housing and Human Services Department ("H3S"), Behavioral Health Clinics Division, are looking for two to four facilities with approximately 20,000sf to 25,000sf in the Oregon City, North County and Canby areas.
- Negotiating new leases.
- Renegotiating renewals of current County space on several commercial properties where their lease periods will expire in the near future.
- And other work as assigned.

The County may require the awarded firm to provide the marketing of excess commercial property using real estate marketing methods until the property(s) sell, or until the contract with the commercial real estate company expires. The company will also execute any real estate purchases or leases selected from the analyzed options presented to and approved by the County.

The awarded contract will be on an "on-call" or "as-needed basis" for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. Rate Sheet;
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, price/fees, references, and proposal to complete the project

QUOTE CERTIFICATION FORM
RFQ #2022-107

Submitted by: Brown and Carter Management Group
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(c), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.


SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Ashley Butler Date: 1/18/2023
Signature:  Title: Realtor, Co-owner Brown and Carter Management Group
Email: ashley@brownandcarter.com Telephone: 503-726-8038
Oregon Business Registry Number: 1469273-97 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

Exhibit B
Vendor Response

REQUEST FOR QUOTES (RFQ) #2022-107: As Needed Professional Commercial Real Estate Services
Brown and Carter Management Group
1/18/2023

QUOTE

A. Company experience in these types of projects

Brown and Carter Management Group (BCMG) began working with the business communities in Clackamas, Multnomah, and Washington Counties five years ago. We provide direct coaching services to entrepreneurs and business owners, working with them to develop and grow their businesses. We work with brand owners to solve business problems that are new and unfamiliar. Whether considering the improvement of business efficiencies or developing new streams of revenue, we meet entrepreneurs where they are, and we stay with them every step of the way. Additionally, we provide consulting and facilitation services in the areas of Change Management, DEI, Business Systems, Leadership, Organization Development, Marketing and Public Relations.

Two years ago, we added real estate navigation to our suite of services. In this way we work with businesses and landlords to support the activation of spaces in the Portland Metropolitan Region. Ashley Butler, our principal consultant, is a licensed commercial real estate broker who is experienced in activating spaces for property owners and entrepreneurs in the Portland Metropolitan region. He works directly through Dwell Realty and provides listing, leasing, and property transition services. Consultant, Lindsey Butler, is a licensed realtor and specializes in residential real estate. She can navigate listings, sales, negotiations, conduct market research and provide analyses. Prior to starting BCMG with Ashley, for 7 years, Lindsey was a Program Manager for Clackamas County Public Health. She offers a valuable perspective and lens of understanding of the unique considerations the County and its Divisions have when considering appropriate location of buildings and facilities. The combined skills that BCMG offers assures that all activities and tasks we conduct on behalf of Clackamas County, will be handled in a professional, transparent, and timely manner. Provision of marketing services will be handled professionally; informed by the RE industry and expertly delivered by our Marketing and PR consultant, Brian, who is also experienced across a variety of sectors within the Marketing and PR spheres.

B. Experience of staff that will work on the project

Ashley Butler

Commercial Realtor and Co-owner, Brown and Carter Management Group (BCMG)

Ashley is an experienced business executive and professional commercial realtor with over 20 years in corporate leadership. Ashley focuses on continuous improvement, product quality, and active collaboration. After spending 17 years in the Manufacturing industry, Ashley was able to work in the Automotive, Hydraulic, and Aerospace Industries. In each of those industries, he was able to work at an Executive Level. This body of work has spurred a sincere desire for him to share his collective knowledge to assist businesses and business owners with the acquisition of commercial real estate to scale their vision. He uses relevant experience as a business owner to provide up-to-date information on the current market. Using skills gained as a business coach and mentor, he can guide others through complex and stressful processes with empathy for each person involved. His goal is to find an equitable

outcome for all during the transition of commercial property. Ashley is a consummate professional and a reliable leader possessing excellent organizational, analytical, and project management skills. Ashley poses an expert level of operational knowledge and the ability to maintain a constant focus on the goals while stressing the importance of improving overall efficiency and quality. Ashley is collaborative in his process of working with organizations and businesses to build capacity to meet growing demand and strategic real estate goals.

Detailed CRE data and information for Ashley:

- Average leases per month = 1-4 lease agreements per month
- Number of current active clients = 20 active leasing clients, 18 active leasing listings, 5 properties for sale
- Major Clients:
 1. Barry and Mike Kolin - Leasing and Property Disposition representation
 2. David Gold - Property Disposition representation
 3. Prosper Portland - Leasing representation

Lindsey Butler

Residential Realtor and Co-owner, Brown and Carter Management Group (BCMG)

Lindsey is a licensed Oregon Realtor, experienced Consultant, and multi-sector leader. With over 20 years of management experience in the public, non-profit, and private sectors, Lindsey is focused on the human side of making new strategies work inside the business. Lindsey connects with the business owner to define metrics and construct angles that will advance their trajectory. Lindsey helps identify key sales and assessment data to bring your business from current state to future state. She is a visionary and collaborative leader with decades of experience in program administration, compliance management, and team leadership. With degrees in Dietetics, Food and Nutrition Management, and a Master's Degree in Public Administration, Lindsey offers a multi-dimensional lens to view opportunities and guide trajectory. Ultimately focused on delivering a superb customer experience, she excels in aligning service, compliance, and regulatory requirements. Lindsey is committed to honoring the culture of the business and the integrity of the industry. Lindsey utilizes a multi-sectoral approach to lead strategic change and build resilient business systems. Lindsey assesses the human aspects of the brand. She helps to position people for growth. As a Realtor, Lindsey values relationships over transactions every time. Her clients build wealth through real estate investing. Leveraging equity, income, and time.

Brian Butler

Marketing and PR Professional and Partner, Brown and Carter Management Group (BCMG)

Brian is an experienced Marketing and PR practitioner working across a number of industries throughout his career. Brian's understanding and relationship building with clients and customers help to create campaigns and events that drive businesses forward. Having spent 31 years living and working in London and Europe, means Brian is able to bring a global perspective to each project or event that can be invaluable to a client trying to reach a larger audience and grow their business. Having worked on a number of varied campaigns and events across the UK and Europe, Brian understands the skills required to promote a product or business to a diverse range of cultures and audiences. It is this ability to build

relationships and understand the needs of each individual, business or client that has given Brian his unique skill set, whether that be through social media, Events (internal or external) or media and print campaigns. It is through these skills that allow Brian to understand the requirements and challenges a business faces in order to reach their target audience, thus helping that business or client to achieve their goals and aims.

C. Rate Sheet

REQUEST FOR QUOTES (RFQ) #2022-107: As Needed Professional Commercial Real Estate Services					
Brown and Carter Management Group					
RATE SHEET					
Task/Assignment	Rate or Fee				
Client's needs assessment	\$125/hr				
Identify locations for services and divisions	\$125/hr				
Develp potential range of options for CRE	\$125/hr				
Develop, consider, present potential range of CRE options	\$125/hr				
Lease renewals	3%*				
Provision of marketing services	3%*				
Execution of any real estate purchases or leases	3%*				
Flexible and responsive to include other work as assigned	TBD				
Services provided "on call and as needed"	*of total amount of the lease agreement or sale amount				

D. References

David Gold

Owner, Goldsmith Blocks

e: david@goldpdx.com

t: (503) 539-6910

Barry Kolin

Business owner, Real Estate investor

e: bkolin@hotmail.com

t: (503) 928-1881

Chris Guinn III

Owner and Principal Broker, DWELL Realty

e: cgiii65@gmail.com

t: (503) 703-4462

Jessi Burke

Owner The Society Hotel

Chair of the OTCA

e: chair@pdxoldtown.org

t: (971) 404-9673

Cobi Lewis
Chief Executive Officer
MESO
e: clewis@mesopdx.com
t: (503) 740-8143

E. Quote Certification Form

QUOTE CERTIFICATION FORM RFQ #2022-107

Submitted by: Brown and Carter Management Group
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(c), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.


SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION:

- The undersigned further agrees and certifies that they:
1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
 2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
 3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
 4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Ashley Butler Date: 1/18/2023
Signature:  Title: Realtor, Co-owner Brown and Carter Management Group
Email: ashley@brownandcarter.com Telephone: 503-726-8038
Oregon Business Registry Number: 1469273-97 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quote. Resident State: _____

F. Any additional information that Clackamas County should take into consideration for the project or qualifications

BCMG is a BIPOC, family owned, veteran owned, consulting and real estate business with 20 + years of multi-sector experience. We are highly skilled and fun to work with! Working with us helps you reach Performance Clackamas goals and strategic plan deliverables for Diversity, Equity, and Inclusion, as written for County Administration.

We have over 7 years of leadership experience directly inside Clackamas County Health, Housing, and Human Services – managing Public Health programs. The tacit knowledge gleaned during this time provides a deeper level of understanding of facility and location needs for programs and offices that serve internal and external customers.

Ashley is Six Sigma certified and PROSCI change management certified. Members of BCMG have lived or worked in cities across Clackamas County. We work with individuals at the community level as well as engage with public figures, leaders, and business owners of all sectors and socioeconomic backgrounds.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7612**

This Personal Services Contract (this “Contract”) is entered into between **CBRE, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following: On-Call Professional Commercial Real Estate Services, described in County’s RFQ 2022-107 (“Work”), attached hereto as **Exhibit A** and incorporated by this reference herein, and further described in Contractor’s response, attached hereto as **Exhibit B** and incorporated by this reference herein.

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** for the life of the contract, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Provided, however, that the \$150,000 not to exceed amount is limited to transactions in which the County is obligated to pay Contractor directly. For real estate transactions in which Contractor is paid by the owner of real property as part of the closing costs of a transaction, Contractor shall be paid on a commission basis in accordance with Exhibit B of the Contract. The \$150,000 not to exceed limit is inapplicable to such transactions as the County is not the party paying Contractor.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462

to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to the project manager requesting the services and as identified in the Task Order document.

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit B are void.

7. Contractor and County Contacts.

Contractor Administrator: Jason Green Phone: 503-221-4810 Email: Jason.green@cbre.com	County Administrator: Ryan Rice Email: RRice@clackamas.us
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County: The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material

change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall

surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be

responsible for its own attorneys' fees and expenses.

28. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

CBRE, Inc.

Clackamas County

DocuSigned by:

Jason Green

3/10/2023

10A0805CB23247E...
Authorized Signature

Date

Chair

Jason Green Managing Director

Name / Title (Printed)

Recording Secretary

011921-29

Oregon Business Registry #

Date

FBC/Delaware

Entity Type / State of Formation

Approved as to Form:

[Signature]

03/16/2023

County Counsel

Date

EXHIBIT A
RFQ 2022-107
As Needed Professional Commercial Real Estate Services
Published December 19, 2022



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2022-107

Issue Date: December 19, 2022

Project Name:	As Needed Professional Commercial Real Estate Services		
Quote Due Date/Time:	January 18, 2023; 2:00 PM PST		
Procurement Analyst:	Juliana Snegireff	Email:	jsnegireff@clackamas.us

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
[HTTPS://BIDLOCKER.US/A/CLACKAMASCOUNTY/BIDLOCKER](https://bidlocker.us/a/clackamascounty/bidlocker)**

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsa/> Document No. S- C01010-00005246. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum. LATE QUOTES WILL NOT BE ACCEPTED.
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to expand our existing contract pool for commercial real estate firms to meet the growing needs of the county. If your firm currently holds a Real Estate Services contract with Clackamas County, there is no need to submit on this RFQ.

Background:

The County intends to award to multiple contracts to licensed, qualified firms or individuals to provide a full range of commercial real estate needs and related services. Work will be on an as-needed basis to assist the County in assessing a full range of facility options including but not limited to, client's needs assessment, locations in relation to public transportation routes, sizes of facilities, client and public parking, safety and security of locations regarding the potential purchase or lease of future County buildings and property to meet current and future needs. In developing the potential range of options, creativity and the ability to estimate costs of construction options will be essential, as is experience working with similar commercial businesses and the public sector. The quoter should then be able to work with the County through all the real estate steps of implementing the selected property option(s). The County does not guarantee a specific amount of services, as Work will be requested on an as-need basis.

Scope

Clackamas County Facilities Management division ("CCFM") is seeking commercial real estate brokers, agents, or advisors to offer a quote in response to this solicitation. The successful quoter will be tasked with developing, considering and presenting a wide range of options best suited to delivering to the County multiple administrative, office, public and behavioral clinic facilities to house required administrative, office, health clinic space, legal and technical services teams as well as sufficient adjacent client and employee parking.

Current examples of Potential County needs include:

- Health, Housing and Human Services Department ("H3S"), Behavioral Health Clinics Division, are looking for two to four facilities with approximately 20,000sf to 25,000sf in the Oregon City, North County and Canby areas.
- Negotiating new leases.
- Renegotiating renewals of current County space on several commercial properties where their lease periods will expire in the near future.
- And other work as assigned.

The County may require the awarded firm to provide the marketing of excess commercial property using real estate marketing methods until the property(s) sell, or until the contract with the commercial real estate company expires. The company will also execute any real estate purchases or leases selected from the analyzed options presented to and approved by the County.

The awarded contract will be on an "on-call" or "as-needed basis" for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. Rate Sheet;
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, price/fees, references, and proposal to complete the project

QUOTE CERTIFICATION FORM
RFQ #2022-107

Submitted by: CBRE, Inc.
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

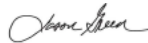
SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Jason Green Date: January 18, 2023
Signature:  Title: Managing Director
Email: jason.green@cbre.com Telephone: 503 221 4810
Oregon Business Registry Number: 011921-29 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

Exhibit B
Vendor Response



REQUEST FOR
QUOTES:
RFQ #2022-107

AS NEEDED PROFESSIONAL
COMMERCIAL
REAL ESTATE SERVICES

January 18, 2023

CBRE

- 01** Letter of Interest
- 02** Company Experience
- 03** Experience of Staff
- 04** Rate Sheet
- 05** References
- 06** Quote Certification Form

Juliana Snegireff
Procurement Analyst, Clackamas County, OR
jsnegireff@clackamas.us

CBRE

1300 SW 5th Ave. 35th Floor
Portland OR 97201
www.cbre.us/portland

January 18, 2023

RE: Clackamas County RFQ #2022-107 – As Needed Professional Commercial Real Estate Services

Dear Ms. Snegireff,

On behalf of CBRE, Inc., thank you for the opportunity to submit this response to Clackamas County's request for qualifications for the above referenced requirement. With CBRE, the County will have access to the largest global commercial real estate services firm and leading occupier practices. As a result of this experience and our analysis of your needs for this project we are pleased to offer several significant benefits to the County:

- Fingers on the pulse of Clackamas real estate. In the last 24 months CBRE completed 115 transactions in the County with a total value of \$1.4B across office, industrial, retail, land, and other commercial uses. Our professionals are in the market every day representing clients in the leasing of space and acquisition and disposition of assets. This unmatched market activity gives our clients access to information like no other firm. This information means better insight, better projects, and a highly advantageous position for the County
- Insights and best practices from CBRE's dedicated Public Institutions & Education Solutions team, a nationally focused specialty practice focused exclusively on representing and advising state, city, and county governments on their most pressing real estate challenges. Led on this assignment by Regional Manager Brian Hutcherson, Clackamas County will have the benefits of our experience with relevant clients such as the State of Oregon, Multnomah County, TriMet Transit, and national peer counties including Sonoma, Dallas, Miami-Dade, Adams, Arlington, Broward, and others. This experience means no learning curve, and compliant, transparent processes combined with national best practices and a commercial orientation to ensure the County maximizes its outcomes on any transaction.
- Technology enabled platform to provide digital and interactive maps of the County overlaid with demographic and other data to enable intelligent site selection, virtual tours, and insights into opportunities for action

The following pages contain information requested by the County. Please don't hesitate to contact me at the details below for any questions or next steps in this process. Thank you for your consideration.

Sincerely,



Managing Director
OR Lic. 200409089 | WA Lic. 82652
T +1 503 221 4810 | jason.green@cbre.com

Company Experience

CBRE OVERVIEW: THE INDUSTRY LEADER

The company marks its 117th year of continuous operations in 2023, tracing our origins to a company founded in San Francisco in the aftermath of the 1906 earthquake. Since then, we have, through organic growth and a series of strategic acquisitions of some of the world’s most innovative companies in the industry, grown into a truly world class company that represents all facets of commercial real estate.

As a company, CBRE is the world’s largest commercial real estate services and investment firm, with 2021 revenues of \$27.7 billion and more than 105,000 employees worldwide (excluding affiliate offices). CBRE has been included on the Fortune 500 since 2008, currently ranking #126. It has been voted the top real estate brand by the Lipsey Company for 21 consecutive years, and has been named one of Fortune’s “Most Admired Companies” for 12 years in a row, including leading the real estate sector on three key performance attributes—financial soundness, global competitiveness and service quality. Its shares trade on the New York Stock Exchange under the symbol “CBRE.”

CBRE offers a broad range of integrated services, including facilities, transaction and project management; property management; investment management; appraisal and valuation; property leasing; strategic consulting; property sales; mortgage services and development services.

CBRE is a matrix organization, with service line and geographic leaders partnering to ensure each service and specialty is delivered with consistent high quality across all markets and property types. At the field level, all service lines report to the local market leaders, and all shared resources and support services report to the Managing Directors’ operational partners. Local markets operate as individual business units and roll up to our regional and national groups, ensuring alignment of goals and strategies with the corporate level.

90% of the Fortune 100 and over 100 public sector clients trust CBRE with their real estate portfolios and projects.



100+
COUNTRIES



500+
OFFICES

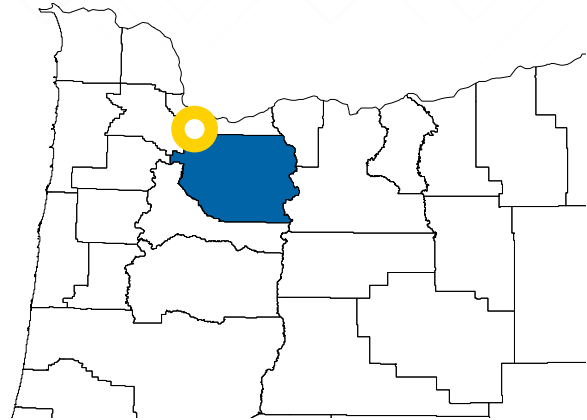


105K+
EMPLOYEES



YOUR PARTNER IN CLACKAMAS COUNTY

Established in 1972, CBRE has been a leading commercial real estate services provider representing clients of all sizes in Oregon. From our office in downtown Portland, CBRE has served the Clackamas County area's most prolific tenants, landowners and investors, contributing to the development of the area and bringing hundreds of millions of dollars of private investment to benefit Clackamas-area citizens.



Quality and success in delivering portfolio planning, transaction management and brokerage services is dictated by timeliness, relevance, and frequency of marketplace activity. As a result, we have built an unrivaled platform of over 1,600+ transaction managers and 9,250+ brokers globally – the largest transactions workforce in the industry.

CLACKAMAS COUNTY'S PREMIERE BROKERAGE FIRM



Active in Clackamas County Since 1972



#1 Market Share in Oregon Industrial, Office, & Multifamily Transactions



115+ Transactions in 24 months in Clackamas County alone

✓ **\$1.5B IN TRANSACTION VALUE**

Across all property types in Clackamas County alone in 24 months

✓ **7,649,374 SF SOLD**

In Clackamas County alone in 24 months

✓ **90 EMPLOYEES & 1 OFFICE**

Serving Clackamas County and the Metro area

✓ **1,108,156 SF LEASED**

In Clackamas County alone in 24 months

Multiple Local Awards including

Costar Power Broker Award

Oregon's Most Admired Companies

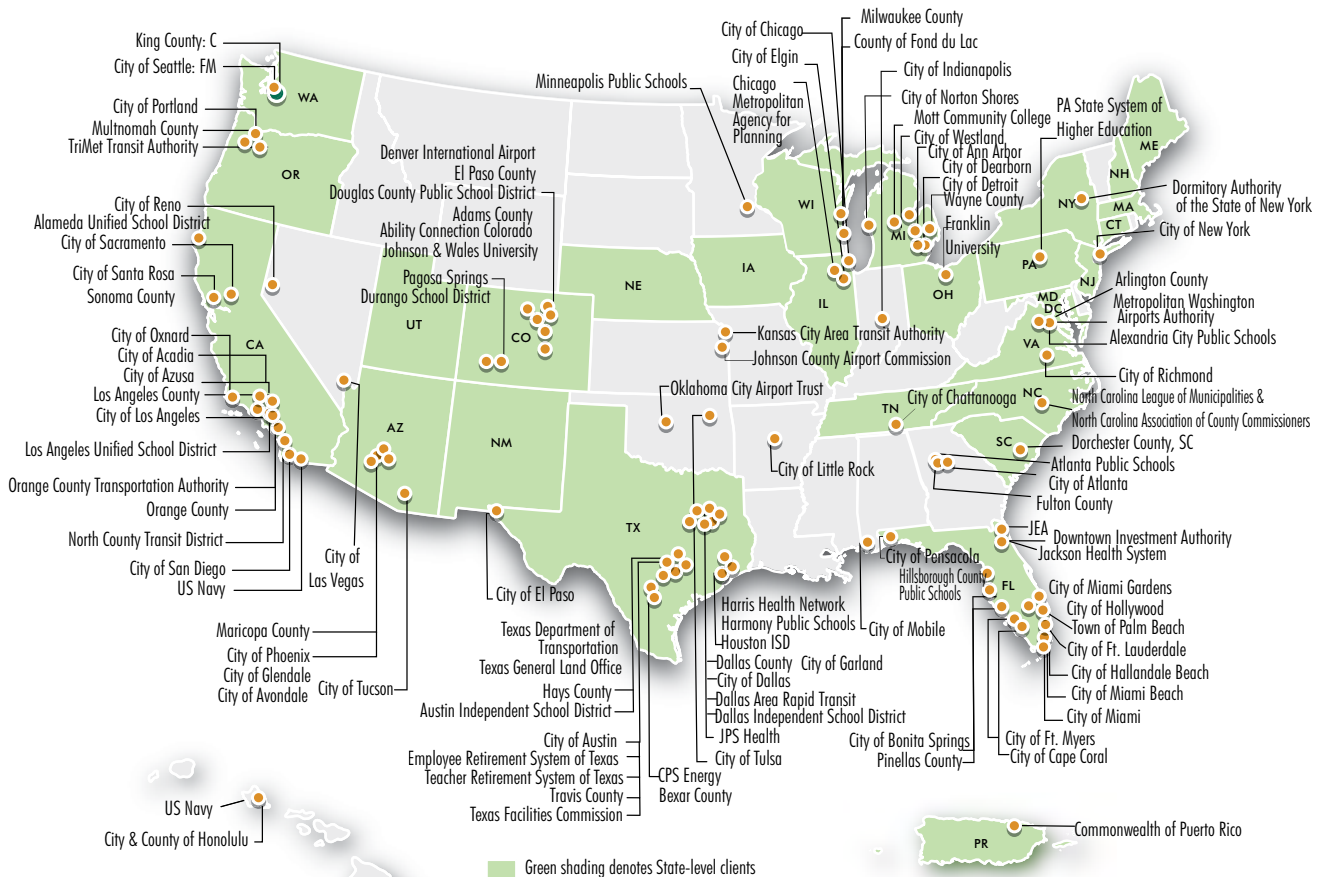
DJC Oregon Reader Rankings Top 3 Best CRE Firm

Public Sector Specialists

CBRE's sophisticated Public Institutions & Education Solutions (PIES) team exclusively focuses on the commercial real estate needs of the public and higher education sectors, providing complex brokerage, consulting, and representation on over 100 active contracts in 20 states. This experience gives us insight and familiarity with the strategies and processes that work best for public clients, the challenges you commonly face, and the importance of executing transactions at the highest standard and value. A list of our current and recent clients in the last 10 years is provided in the map below.

We currently represent clients including the State of Oregon, Multnomah County, and the City of Portland, as well as regional clients including the States of Washington and California, and counties including Adams County, CO, Sonoma County, CA, and many others.

All in, CBRE and our team members have provided commercial real estate services to over 20 states and major cities such as New York City, Miami, Indianapolis, Los Angeles, and San Diego, among many others. Public sector clients engage CBRE because of our unmatched experience and credibility advising on mission-oriented real estate portfolios locally, regionally, and nationally.



100+
state agencies



150+
combined years
of experience



A+
rating from State
agencies on leases



100+
million square
feet leased



50+
cities & counties



30+
P3 redevelopment
projects



10+
recent department
headquarters leases

WHAT WE OFFER

Strategic Planning	Development Advisory & P3s	Leasing	Acquisition & Disposition
<p>Portfolio-wide or site-specific optimization analysis and action plans</p> <ul style="list-style-type: none"> » Facility Condition Assessments » Occupancy Studies » Highest and Best Use Analyses » Valuation » Portfolio Review » Benchmarking » Asset Inventory » Recommendations 	<p>Accessing private sector capital to generate revenue and reduce costs</p> <ul style="list-style-type: none"> » Project Preparation » Visioning and Stakeholder Input » Feasibility Analysis & Modeling » RFQ/RFP Preparation » Competitive Process » Market Engagement » Bid Evaluation Support » Negotiation » Design Liaison Services 	<p>Advanced planning, site selection and business case development, negotiation, and relocation</p> <ul style="list-style-type: none"> » Lease vs Buy Analysis » Consolidation Opportunities » Site/Building Due Diligence » Landlord Due Diligence » Site Comparison » Location Analytics » Space Planning/Test Fits » Negotiation 	<p>Disposition of surplus property, land swaps, build to suits, consolidations and relocations</p> <ul style="list-style-type: none"> » Site Selection & Analysis » Broker Opinions of Value » Cost/Benefit Analysis » Broad Marketing Reach » All Property Types: Courthouses, Land, Prisons, Buildings, Ports, etc » Transaction Structuring » Public & Transparent Process



DISPOSITIONS



MARKET ANALYSIS



REDEVELOPMENTS



PORTFOLIO STRATEGIES



HIGHEST & BEST USE

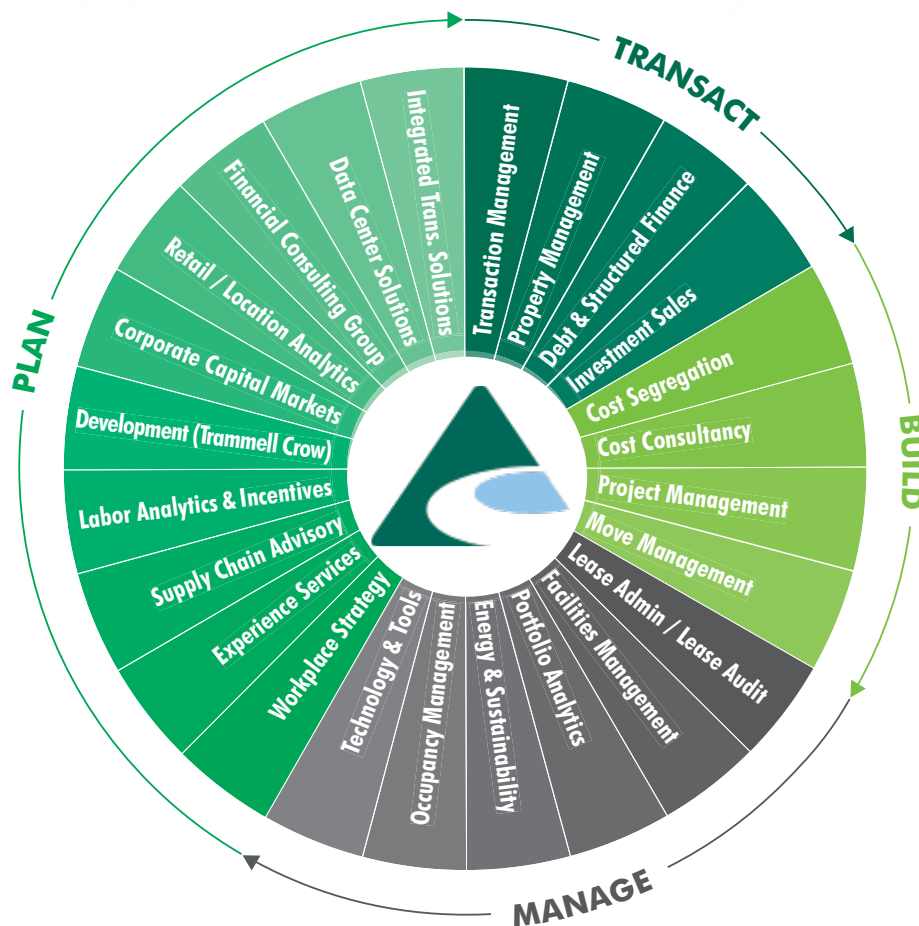


ACQUISITIONS

Relevant Expertise

+ Integrated Occupier Solutions

Holistically weaving subject matter experts, resources and technologies throughout the Occupier lifecycle to meet our client's business objectives.



SCALABLE SERVICES OFFERING

Our full-service delivery model means that Clackamas County can benefit from industry leading expertise across the entire property lifecycle, from transactions to workplace improvements, from strategic to tactical. We understand the transparent and demanding nature of public sector clients and can help you gain advantage through our proven approach.

Throughout our engagement, CBRE will strive towards strategic partnership with the County. We will work with the Clackamas team to enhance our understanding of all your business requirements. The Account Team working with

the County will leverage the required services and professionals tapping into the relevant expertise independent of requirements market location or deal size. The account resources are not the sole providers for CBRE, but they will ensure ownership and accountability for our performance.

We operate transparently, measure our results, help you make better decisions, and will tailor our delivery models to meet the County's requirements.

IDENTIFY AND QUALIFY POTENTIAL PROPERTY

We understand that Clackamas County may seek to evaluate the merits of various properties as part of its desire to acquire or lease space for your future operational needs

Thoughtful strategy starts with the right questions.



Why are you looking to acquire property?



Have population centers changed or shifted since you last considered your space needs?



Do you have a **budget in mind**?



How did you determine what square footage is required?



What adjacencies are necessary among your relocating departments?



How quickly do the transaction(s) need to be completed?



What sub-markets are under consideration and why?



Does your space contribute to your recruiting needs?

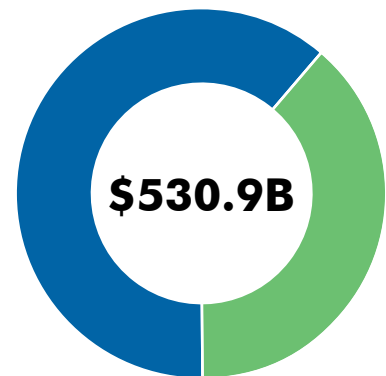


What are your **ultimate goals** for the County's real estate?

CBRE has the deepest platform and broadest geographic reach in the industry. We are uniquely able to provide your firm with local market insight and occupancy analysis to support strategy development for all of your existing locations and any new market you're considering. Moreover, having completed over 89,000 transactions across all property types in 2021 alone, we harbor a heightened marketplace intelligence unbeknown to competitors. As such, our geographic footprint coupled with our depth of industry knowledge fosters an unrivaled expertise aligned to manage the intricacies of the County's portfolio and needs.

CBRE combines unmatched data integration and research capabilities with the entrepreneurialism of our brokers. We invest heavily in our research platform, giving us the most in-depth market intelligence in local markets around the world. We have an unmatched investment in this platform with 220 full-time research professionals focusing on the Americas. Locally, our team of 150+ brokers, research, marketing, mapping, and other support staff represent some of the area's leading entities on their property needs. In addition to quarterly market reports tracking metrics such as leasing activity, concession packages, and the development pipeline, our team provides in depth thought leadership in topics like flexible space, migration patterns, and labor markets, all to better inform and advise the County on its optimal strategy.

SALE AND LEASE TRANSACTIONS 2021



LEASING

\$142.3B

Value

64,650

Transactions

SALES

\$388.7B

Value

25,225

Transactions

UNIQUE SITE SELECTION TOOLS

The County's site selection process requires a deliberate approach. Demographic shifts, citizen access, and economic development goals are just a few drivers that affect location strategies for public sector clients like Clackamas. CBRE developed Dimension to bring the location story to life. It helps our clients visualize the impact of potential real estate decisions by combining proprietary data, market knowledge, client requirements and multi-media content with highly-visual, leading-edge mapping technologies. Dimension provides our clients with the confidence to make faster, more informed location decisions. As we identify and discuss potential sites, the team will use Dimension to present the options to the County and point out salient features for consideration such as:

- Access to public transportation
- Adjacency to other County locations
- Demographic features of various sites that might impact site selection for various departments
- Commute analysis for employees
- Present short-listed options in a digestible and easily comparable format

Dimension is an easy-to-use ESRI-based online platform that combines demographic data, local market knowledge and all types of maps to bring science to the art of site selection.



The CBRE Difference

- We establish your financial, operational and qualitative criteria and build consensus on site selection needs before engaging the market.
- We identify viable alternatives in the market and leverage them to negotiate better deal terms for the County
- We integrate market insight from our colleagues across multiple service lines, markets and product types, as appropriate, to fully vet all opportunities and potential challenges.
- We negotiate from a position of strength on our clients' behalf to secure superior economics, concessions and flexibility to meet their needs.

Lease Negotiation

COMMERCIAL LEASE SERVICES

CBRE will work collaboratively and diligently with the County to develop a transaction and negotiation strategy that maximizes your buying power and leverage. Team members proposed for this assignment have provided transaction management services to numerous public sector entities and are familiar with incorporating any unique governmental requirements into a typical commercial process.

Our approach is grounded in careful planning and preparation to ensure that the County's operational and financial goals are met, and that the solution is executed seamlessly and with minimal risk to the organization. CBRE can perform all services necessary and customary in representing Clackamas in lease transactions, such as:

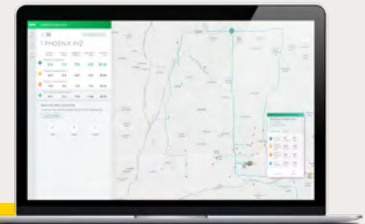
- Review the County's geographical search parameters
- Prepare a comprehensive market study of available properties, along with an interpretation and assessment of relevant market trends
- Analyze potential site plans and their corresponding feasibility for the County
- Conduct due diligence investigation of each potential property's suitability for the County's requirements
- Assist in determining appropriate shortlist of candidate properties
- Prepare and negotiate property purchase or lease agreements
- Analyze term sheets received – both financial and non-financial proposed terms, as well as build-out cost and time frame implications
- Prepare presentations comparing alternatives for Clackamas
- Assist Clackamas in selecting a primary and

ENABLING TECHNOLOGY



Dynamic mapping and intelligent site selection with **CBRE Dimension**

Keeps bad commutes from driving away top talent with **Commute Optimizer**



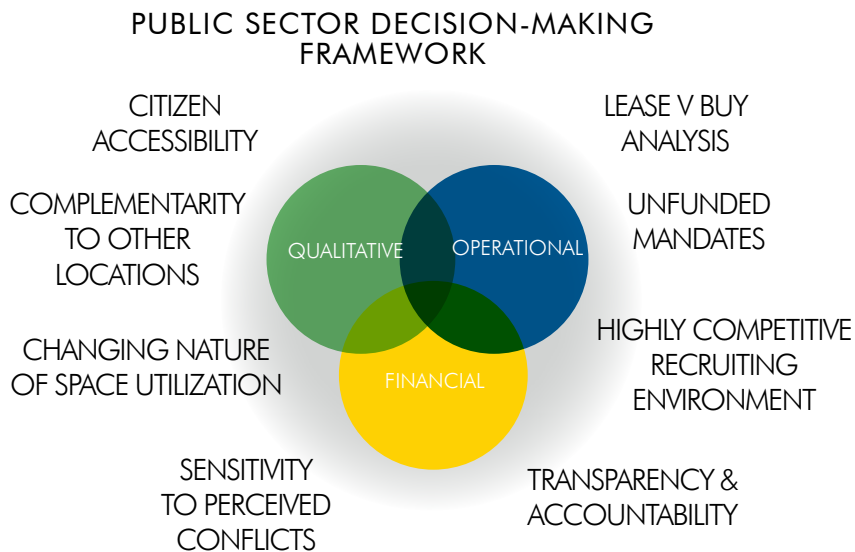
Take the guesswork out of test-fits with **CBRE Floored**

fallback locations

- Solicit draft transaction documents from selected sellers and/or landlords
- Assist the County and legal counsel with purchase and/or lease negotiation process
- Coordinate execution of all transaction documents

CBRE REPRESENTS 4 OF THE NATION'S 5 LARGEST STATES AS A TENANT REP

Managing transactions to align real estate with your mission, employees, and customers through your unique lens:



What's the benefit for Clackamas?

- + Early awareness of space opportunities
- + Knowledge of full spectrum of rights available to tenants
- + Insight into thought process of owners and property managers
- + Relationships with building owners and past experience working with them
- + Experience negotiating successful transactions in the market

Providing advanced planning, site selection and business case development, negotiation, and relocation services to states, counties, cities, and school districts

KEY SERVICES

SPACE PLANNING

LEASE VS BUY ANALYSIS

CONSOLIDATION OPPORTUNITIES

LOCATION ANALYTICS

SITE COMPARISON

TEST FITS

LANDLORD DUE DILIGENCE

COMPETITIVE PROCESS

NEGOTIATION

BUSINESS CASE

30%

SF REDUCTION

A+

PERFORMANCE RATING FROM STATE AGENCIES

\$100M+

LEASE TERM SAVINGS

Headquarters Projects

Many municipalities have **common conditions and challenges** facing your hardworking staff.

City Halls, Administrative Centers, Municipal Complexes, and other Departmental facilities can set the tone of a municipality for citizen services, businesses, tourists, and investors alike. In many cases these facilities are dated and otherwise obsolete, detracting from economic development goals, hindering staff recruitment, and limiting operational efficiencies for growing cities nationwide.

- Limited funding
- Aging facilities
- Significant deferred maintenance
- Inadequate space for growth
- Dated office space and limited mobility opportunities
- Over-crowding and inefficient layouts
- Limited parking
- Staff distributed into multiple locations and re-purposed facilities
- Location that may not be in sync with current development patterns
- Systems approaching end of useful life

ACTION PLAN

As we consider the path forward on any existing headquarters site, we understand that there is significant consulting and analysis that must be undertaken with the County and its stakeholders. We are deeply familiar with this process and offer the following thoughts when considering relocation and redevelopment of owned sites



1. Define the need

- Quantify deferred maintenance
- Determine costs of any third party leases
- Review opportunities for consolidation and efficiencies

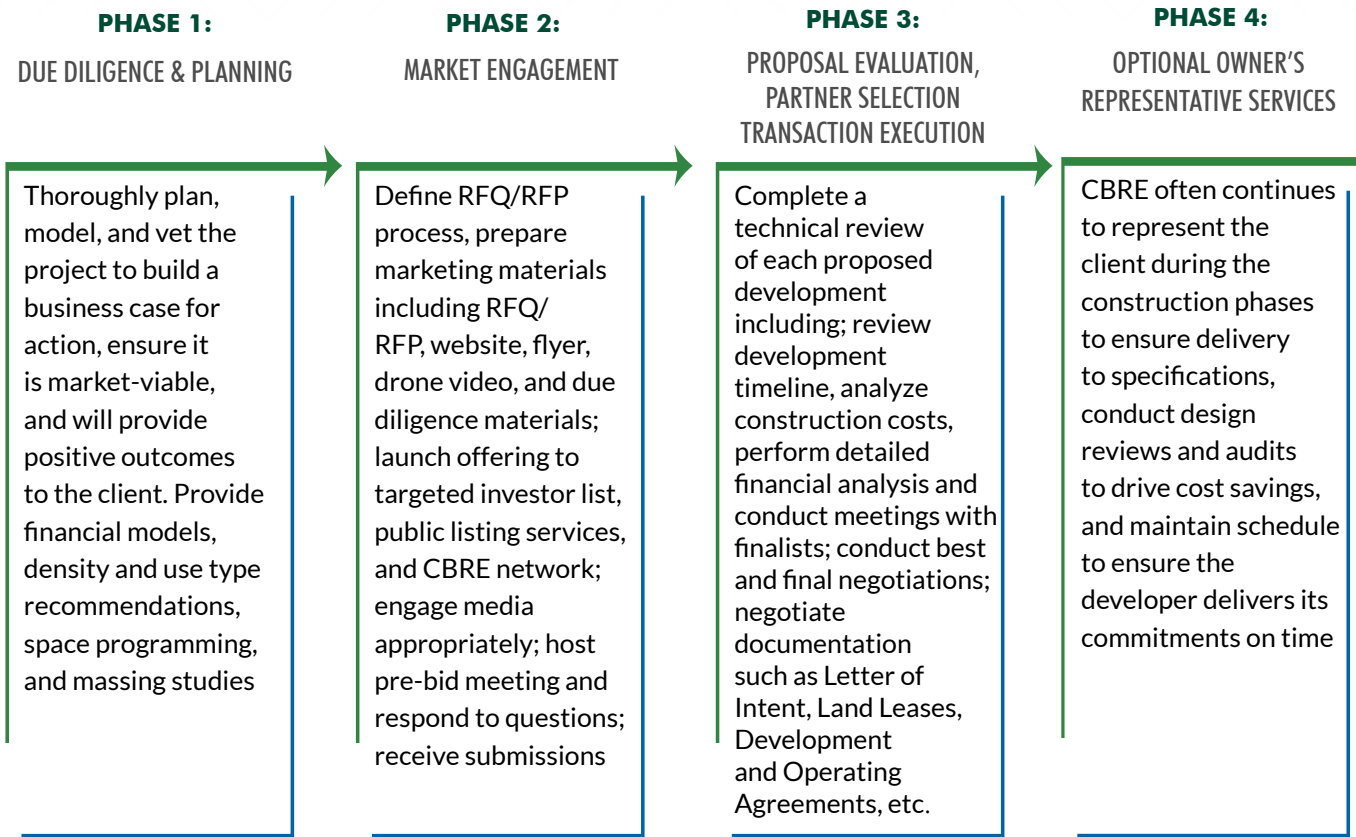
2. Plan for the future

- Review development potential on current site with highest and best use analysis and tax revenue calculations
- Prepare massing plans and value and model development returns and costs
- Conduct space programming to define what space the organization needs for the foreseeable future
- Explore other owned sites for relocation potential
- Analyze demographic shifts to determine right location

3. Execute

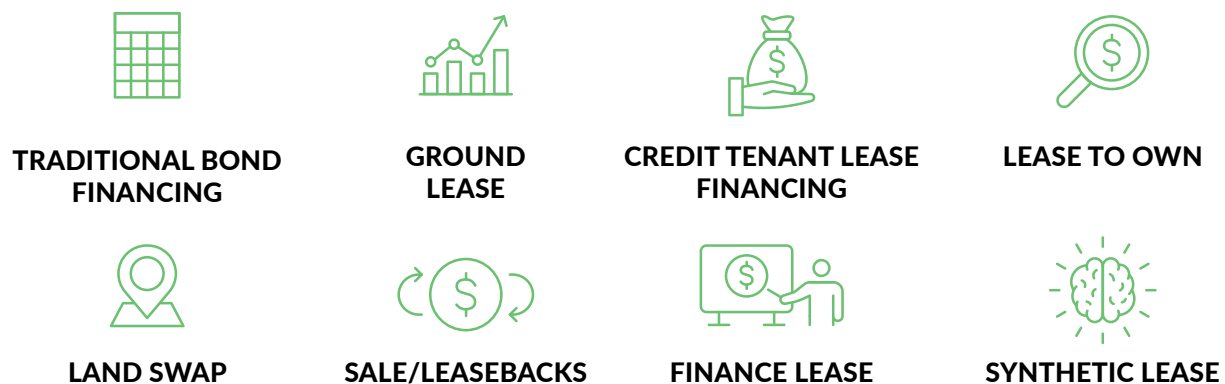
- Engage the developer market with professional materials, national marketing contacts, and defined, compliant process

Proven Transparent Process for Redeveloping Former HQ Sites



Our process has withstood media interest, bid protests, and passed voter referenda

UNIQUE FINANCING SOLUTIONS



Limiting out of pocket costs through creative structures that optimize your institutional credit strength.

Sample Recent Successful Departmental Leases and Relocations

BY LEASE

- + Multnomah County, OR
- + State of Washington
- + Adams County, CO (relocation)
- + Los Angeles County, CA (relocations and renewals)
- + California Judicial Courts, CA (renewal)
- + Sacramento Regional Transit, CA (relocation)
- + Arlington County, VA (renewal)
- + Harris County Health, TX (relocation)
- + Maryland Department of Housing and Community Development (relocation)
- + Maryland Department of Human Services (relocation)
- + Maryland Department of Juvenile Services (relocation)
- + Maryland Department of Public Safety and Correctional Services (renewal)
- + Maryland Department of Environment (renewal)
- + Maryland State Lottery (renewal)
- + Maryland Office of Administrative Hearings (renewal)
- + Maryland State Retirement and Pension System (renewal)
- + Maryland Department of Assessments and Taxation
- + Maryland Department of Labor
- + Maryland Department of Natural Resources
- + Maryland Department of Transportation
- + Maryland Department of Health
- + Maryland Office of the Public Defender
- + Maryland State Board of Elections
- + New York Homes and Community Renewal Agency
- + New York Office of the Attorney General
- + New York Department of Financial Services
- + New York Office of Children and Family Services
- + New York Division of Human Rights
- + Florida Agency for Persons with Disabilities
- + Florida Department of Children and Families
- + Tennessee Department of Children's Services
- + Tennessee Department of Human Services
- + Tennessee Labor and Workforce Development

BUILD TO SUIT HEADQUARTERS & P3 REDEVELOPMENT ON OWNED LAND

- + North County Transit District, CA
- + Denver International Airport, CO
- + City of Miami, FL
- + City of Hollywood, FL
- + Agency for Health Care Administration, FL
- + Jackson Health, FL
- + Jacksonville Energy Authority, FL
- + Dallas County Government Centers (North, South, and Oak Cliff), TX
- + City of Austin (Planning & Development Center, Austin Energy), TX
- + US Navy (multiple locations)

Cost Estimating

We provide greater rigor, governance, control, and decision-making at the forefront of every project, mitigating risk through the implementation of prudent fiscal oversight to drive cost savings and promote continual value management.

CBRE's Cost Consultancy practice enhances accuracy and transparency of client spend through risk mitigation, cost avoidance, cost savings and cost efficiency maximization. Our solutions-oriented experts bring greater rigor, governance, cost control and decision-making capability to our clients with specific emphasis on reducing the total cost of ownership (TCO) at both the project and portfolio level. As part of our solution, CBRE provides cost consultancy as an integrated function within our other project management services. Our team principally operates as facilitators between our clients' real estate, transaction management, project management, facility management and finance teams to keep the focus on identifying opportunities to improve efficiency and drive down costs.

Globally, CBRE has more than 250 Cost Management / Quantity Surveyor professionals operating at the dedicated account level, on a variable basis or in support of the Project Management Platform. Our team of cost consultants and estimators has developed a comprehensive cost database that includes thousands of line items, including architectural, structural, mechanical, electrical, and plumbing design services, and general contractor information. Consequently, we have a deep understanding of cost and the various factors that can affect it. Our service offerings throughout the project lifecycle allow our clients to leverage this expertise to ensure costs are managed and monitored in coordination with the project schedule.

8:1
Average
Value-to-Fee

RICS
Regulated in
North America

250+
Cost Consultants,
Managers & Surveyors

VALUE

- 8:1 average value-to-fee
- Ensure predictability and cost control at both the project and portfolio level
- Access an extensive source of cost data, covering international, national and local benchmark costs for different project types
- Optimization of client spend at both the single-project and portfolio level (cost savings and avoidance)
- Enhance our client's decision-making capability through data analytics
- Mitigate risk through the implementation of prudent fiscal oversight
- Drive cost savings and promote continual value management
- Regulated by RICS in North America, the gold-standard of professional accreditation within real estate



Financial Analysis and Consulting

Based upon the established goals and interviews with the Clackamas County team, CBRE will develop the agreed-upon financial criteria to be used in developing the County's occupancy strategies. Specific issues to be examined include:

- Base rental costs
- Operating costs
- Real estate taxes
- Lease securitization
- Electricity
- Capital amortization
- Security deposits
- Overtime charges and above standard cleaning
- Moving costs
- Construction costs
- Furniture costs
- Parking costs
- Cost and availability of capital
- Sustainability investments/returns; LEED certification costs

Financial analyses will be conducted by our in-house professionals who focus exclusively on producing accurate and complete deliverables. For financial analysis, we support various proven products such as ProCalc, LseMod, and ARGUS, as well as CBRE's Decision Analysis Financial Tool. ProCalc is installed at each of our field offices and is used heavily by our CBRE professionals to measure, analyze and compare the financial terms of transactions.

For each possible occupancy option, CBRE will develop a comprehensive financial model to determine the occupancy costs and use of capital associated with pursuing that strategy. The models will be developed to ensure Clackamas County can:

- Determine the implications of any given transaction, including occupancy costs-to-rent ratios and carrying costs
- Explore the sensitivities of all variables on a "real time" basis, including timing, capital investments, growth rates, depreciation periods, financing assumptions, discount rates and residual value among others
- Detail occupancy expenses – both real estate and non-real estate related – such as above-standard cleaning, overtime services, capital improvements and moving costs

Finally, CBRE will carefully analyze the capital structure of each prospective building and owner to ascertain the landlord's financial capability and ability to fund capital improvements as well as perform to material terms and conditions of the lease documents to which the County is party. Understanding the landlord's capital position will also maximize negotiation strategies.

As detailed throughout our proposal, a key advantage in partnering with CBRE is the breadth and depth of specialty services that Clackamas County will have access to within our global platform.

For example, in addition to lease comparison and purchase analyses, the team may reach out to a CBRE Corporate Capital Markets expert for relevant assignments. Our Corporate Capital Markets team will work with the County team to analyze the financial impact on the ownership in the event that Clackamas County vacates its location. The timing of any loans coming due or the possibility of the project being sold will be explored and addressed on an ongoing basis. Any issues with the building's financial position will also be identified, including the ability to attain financing for capital improvements or fund tenant improvement allowances. In addition, the propensity for the building's ownership to sell the project upon finalizing the firm's lease will be fully vetted. This capital analysis will be used in conjunction with the issues outlined in the needs assessment to leverage Clackamas County's position during the negotiation process.

Additionally, for public sector clients like Clackamas County, CBRE's Financial Consulting Group also offers customized financial analyses designed specifically for the unique financial requirements of each client. This may include such analyses as the development of portfolio optimization metrics that enable the client to make short and long term strategic decisions in conjunction with the preparation of "metro plans" for specific markets.

ADVANCED FINANCIAL ANALYSIS: CBRE FINANCIAL CONSULTING GROUP

CBRE's Financial Consulting Group (FCG) provides sophisticated financial analysis and underwriting unparalleled in the real estate industry. CBRE's finance, accounting and consulting professionals customize analyses to empower clients to make informed, expeditious real estate decisions. CBRE has extensive experience in underwriting all types of assets from office, industrial and retail properties to multifamily properties and hotels. Scope of services provided include the following: asset management, investment analysis, lease comparison, lease restructuring, lease versus own analysis, sale/leaseback services and other capabilities in support of CBRE's tenant representation services.

FCG concisely and accurately presents viable options while taking into consideration the potential impact to earnings and/or the balance sheet, as well as other stated financial/operating benchmarks. Combined with the depth of experience and market knowledge of our consultants, CBRE's FCG empowers clients to make the optimal business decision. CBRE's extensive capabilities include:

- Own vs. Lease Analysis
- Comparative Lease Analysis
- Early Renewal – "Blend & Extend" Modeling
- Lease Abstracts
- Expense Recovery Verification
- Historical Expense Analysis
- Market Supported Underwriting Assumptions
- Customized Excel Models
- Due Diligence
- Market Valuations

CBRE's FCG has provided their dynamic services to clients such as:

- The Boeing Company: Completed transactions have included financial analysis and modeling for: valuation assessments of excess land, development, reposition strategies, sell vs. hold options, lease renewal negotiations, headquarter relocation analysis, and asset management.
- PriceWaterhouseCoopers: Occupancy cost analysis for corporate headquarter relocation.
- Dell Computers: Completed transactions have included financial analyses for excess real estate dispositions of office and distribution locations.
- Confidential Beverage Company: Completed occupancy cost analysis and strategy for new manufacturing and distribution facility incorporating economic incentives, labor, and impact to distribution costs.
- Ford Motor Company: Provided sale-leaseback strategy and financial analysis for excess office campus to maximize value while minimizing occupancy costs and lease term obligation

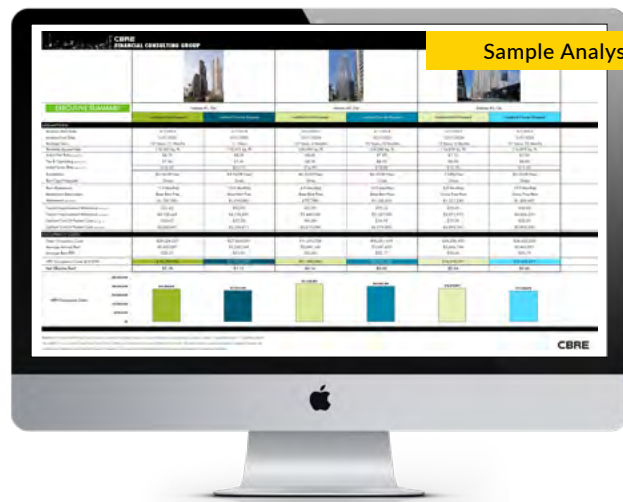


Powerful financial analysis on
your side of the table

CBRE's Financial Consulting Group (FCG) provides sophisticated financial analysis unparalleled in the real estate industry. As your fiduciary, we provide clear analysis to guide a path forward.

SERVICES PROVIDED

- Pro Forma Analysis
- Valuation Analysis
- Lease vs Own Analysis
- Offer Comparison
- Sale/Leaseback Analysis
- Cash Flow Analysis



Business Transition & Move Management

We ease the transition to a new space through extensive planning and strategic communications, providing consulting, coordination, and implementation services for a seamless space relocation. CBRE’s Business Transition & Move Management (BTMM) services minimize business downtime and enhance employee satisfaction during complex relocations through advanced planning and strategic communication.

BTMM provides relocation services for over 300,000 corporate moves annually. As a full-service delivery team of experienced relocation professionals within CBRE’s Project Management line of business, no project is too complex for us to handle. Whether you need to move within a year or a matter of months, we can help you relocate any number of people into one or many locations — on time and on budget. From day one, we’ll identify what you and your organization need to accomplish, what work needs to be done, and who needs to be involved. All you have to do is pack up and go. We’ll manage and simplify the process for you.

Our team focuses on ensuring that your space is 100% functional and back to “business as usual” as soon as you move in. We fully integrate with your team and help oversee all aspects of your relocation, delivering a clear and concise plan based on our extensive experience relocating companies of all sizes and industries. We ease the transition for your employees by providing an effective communications strategy detailing all pertinent information. All you have to do is tell us what to pack and we will take care of the rest.

SERVICES

- Facility Transitions
- On-Site Facilities Support Staffing
- Churn Management
- Furniture Re-use Planning
- Project Orientation and Communications
- Relocation Planning and Management
- Physical Move Planning and Management
- Technology Transition Planning and Management
- Lab Planning and Management
- Decommissioning

As a full-service delivery team, we plan and manage over 300,000 moves annually with a satisfaction rate over 90%. No project is too complex.

VALUE

- Our expertise and experience helps our clients avoid unnecessary expense and disruption to your customers or revenue
- 20%+ savings on hard costs associated with the relocation
- CBRE-managed relocations consistently achieve 90%+ customer satisfaction documented via an online post-move survey

20% Savings on Hard Costs Associated with Relocation	93% End-user Satisfaction Rating	300K+ Moves Managed Annually
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Case Studies

Multnomah County, OR



Tenant Representation and Disposition

Challenge

CBRE was awarded a five-year contract to provide the County with strategic guidance on developing a process for disposing of underutilized or obsolete assets as well as relocation and renegotiation of major leaseholds. The County had no strategic plan in place to manage and maximize their portfolio. Numerous properties were underutilized while others were overcrowded and in need of capital improvements. Budget constraints further hindered the County's ability to remedy some of their inefficiencies within the portfolio.

Solution

CBRE was awarded a five-year contract to provide the County with strategic guidance on developing a process for disposing of underutilized or obsolete assets as well as relocation and renegotiation of major leaseholds.

Result

CBRE secured a 30% below market rate for the largest lease (115,000 SF) requirement and a turnkey tenant improvement allowance for a major renovation of the space. CBRE was also able to dispose a 15+ year empty asset with restricted use challenges, exceeding the County's pricing expectation. The county currently has four additional properties, including a full city block building, out to market with CBRE.

Adams County, CO



Providing Acquisition, Disposition, Strategic Planning, and Brokerage Services

Challenge

CBRE was engaged in June of 2019 by Adams County, Colorado to provide Commercial Brokerage Services related to the County's owned and leased portfolio of approximately 2 million sq. ft. The primary services provided to the County include market data research, broker opinion of values (BOVs), acquisition, disposition, tenant representation leasing, portfolio optimization and valuation.

Solution

CBRE is actively advising the County on multiple transactions including the acquisition of land for County use, tenant representation for office space, the disposition of surplus property and several strategic acquisitions for campus expansion.

Results

Thus far, we have successfully executed several initiatives on behalf of the County, including:

- Acquisitions: 14 acres of land for future parks and open space
- Dispositions: 40,000SF surplus property sold to an industrial user
- Tenant Representation: 1,600SF Workforce Business Center relocation in Brighton
- Landlord Representation: 280 acre dry-land farming lease
- Strategic Planning: Lease administration for Colorado Air and Space Port
- Advisory Services: Produced over 15 Broker Opinions of Value for strategic acquisitions and dispositions

Douglas County School District, CO



Providing Marketing, Disposition and Strategic Advisory Services

Challenge

CBRE was recently engaged by the Douglas County School District on a first-generation real estate services contract to provide advisory and transaction services for the District’s portfolio of assets and land.

Solution

As part of this process, CBRE created a Real Property Disposition process for the District to follow when disposing of surplus land. Notably, the District has never disposed of surplus real property before, so we are crucial to the development of this process. The final Real Property Disposition process was adopted and approved by the Board of Education in November of 2020.

Concurrently, CBRE created a phased marketing strategy for the disposition of four school sites that were deemed by the Board of Education to be surplus properties. CBRE has prepared and presented Broker Opinions of Value for each of the sites, recommending that the sites are brought to market in bulk as a portfolio sale, with the option to purchase sites individually. CBRE entered the market with the surplus properties for sale in April 2021 with a call for offers May 12, 2021.

Results

As part of our solution, CBRE:

- Created process disposition of surplus property
- Provided BOVs on surplus properties
- Developed marketing plan for sales
- Continues to participate in active marketing and disposition of surplus properties

Oregon State University, Corvallis, OR



Highest and Best Use Land Analysis and Valuation Capital Planning

Challenge

Oregon State University (OSU) currently owns a vacant, 50+ acre parcel in Corvallis that is not contiguous with the campus. OSU was seeking analytical services to determine the highest and best use of the parcel under various scenarios and to use those findings to engage in the optimal transaction structure and approach.

Challenge

CBRE was engaged to deliver a highest and best use study taking into account the existing constraints and future potential of the site. Leveraging experts from CBRE's Valuation & Advisory Services and Advisory & Transaction Services business lines, as well as our technology partner Gridics, CBRE analyzed the site and delivered concrete recommendations for OSU and a clear path forward. The study included various development massing scenarios in context with market demand, financial analysis of development and return estimates and phasing options for redevelopment of the property.

Results

The team thoroughly reviewed potential P3 options within the context of the OSU financial operational context and created options based on this framework. The team completed the data gathering and delivered our final findings to OSU via a concise report as well as with a presentation of findings to the University leadership.

- Recommended selling the parcel to a buyer/developer capable of undertaking the rezoning process and significant horizontal and vertical development costs
- Recommended a "patient" sale process, in which the purchase and sale agreement is written to allow appropriate (but not unlimited) time for a buyer/developer to work through the rezoning process

In addition, CBRE represented OSU in a downtown Portland tenant rep assignment, helping the University identify and lease 40,000 SF for a satellite campus.

Arlington County, VA



Headquarters strategy and lease representation

Challenge

Arlington County's administrative headquarters included a 235,000 SF leased facility with approximately 960 employees and 100,000 SF of owned space that housed 200 employees. The County engaged CBRE through a competitive procurement process to develop a 15 year real estate strategy to accommodate its staff growth and service delivery requirements in the most cost effective manner possible.

Solution

CBRE's Public Institutions team evaluated 14 potential scenarios, incorporating a variety of assumptions regarding the County's staff growth and its space utilization as well as local market conditions into a Strategic Plan. The Strategic Plan considered full and partial relocations to either leased or owned facilities, and compared them to the baseline, "remain in place" scenario. CBRE brought Arlington County the full benefit of its service platform, consulting subject matter experts from Workplace Strategies, Project Management, Financial Consulting Group, and Occupier Services to deliver an integrated, strategic, and data-driven assessment of the County's best options moving forward.

Based on CBRE's performance and the recommendations from the 2015 Strategic Plan, CBRE was subsequently engaged to represent the County in the market and solicit proposals for available office space. CBRE created maximum market competition for the County's business and received 16 proposals for the County's consideration.

Results

Following proposal evaluations, site visits, and a best and final round, Arlington County elected to renew its 235,000 SF lease at 2100 Clarendon Boulevard for a 15-year term. As a result of our analysis and the competition created through our representation process, the final negotiated package that CBRE delivered to the County included a rent reduction of more than 14% (approximately \$1.6 million annually) on the existing rent and a landlord concession package that provided the County the financial resources to implement new space standards and workplace strategies. Economic terms included 12 months of rent abatement, \$101/SF tenant improvement allowance, \$2 million in base building improvements, and a \$10/SF refurbishment allowance after year 10 of the lease. The new lease value (consideration) was \$164 million, with \$38 million in landlord concessions to the County.

State of Oregon



Disposition of Surplus Assets

Challenge

CBRE was engaged to represent the State of Oregon as a real estate partner following a competitive procurement. The State was seeking market research and analysis, consultation, sale, purchase and lease facilitation and negotiation, document preparation, due diligence, and other real estate related services as requested. Early in our partnership, the State decided to sell its closed Hillcrest Youth Correctional Facility, a 47 acre campus of land and obsolete buildings and engaged the CBRE team to execute the transaction. The Facility was closed by the State in 2017 and consists of 45 total acres on multiple parcels with various buildings and infrastructure totaling 207,000 SF.

Solution

CBRE analyzed the property, providing preliminary valuation estimates, developing a marketing strategy and preparing world-class marketing materials. The team solicited competitive offers on the property and worked with the State to analyze the offers and their various terms and implications.

Results

Ultimately the State accepted an offer for \$3,200,000, returning the property to the property tax rolls and productive private sector use. The State will save over \$1 million annually in operating expenses and far more in capital expenditure avoidance and deferred maintenance.

State of New York



Tenant Representation

Challenge

Following a competitive procurement in 2012 and contract execution in 2013, CBRE's Public Institutions team was selected as the exclusive state-wide real estate services provider for the New York State Office of General Services (OGS) across a 12 million square foot portfolio, including the metropolitan areas of New York City, Albany, Buffalo, Rochester, and Syracuse. Our services have included market analysis, strategic planning, lease acquisition, lease/contract negotiation, and project management. Our contract was recently renewed through 2023.

Solution

Upon engagement, CBRE began exhaustively researching and assessing the State's processes and the recommendations made by their outgoing consultant, including formally opining on these recommendations. In the first half of the contract term, the CBRE team collaborated with the State to implement and expand upon many of these recommendations including examining relocation and consolidation options, and reassessing leasing strategies. As part of the ongoing implementation efforts, CBRE has two full-time account team members embedded with OGS and provides tenant representation and advisory services across the leased portfolio

Results

- Developed strategic plans for major metropolitan areas throughout the State (New York City, Albany, Buffalo, Rochester, and Syracuse). This involved touring over 12MSF of leased and owned space in the five markets to identify opportunities for both cost savings and space utilization improvement.
- Developed a custom analytical model which has strategically guided leasing activities since 2014. This has included periodic updates to incorporate detailed scenario analyses (renovate/sell/maintain) for significant downtown assets owned by the State.
- Advised on numerous technical projects/topics including construction management, appraisals, environmental site assessments, and cash flow projections for various relocation scenarios from State-owned buildings.
- Completed over 70 transactions covering more than 2.5 MSF, with an additional 90+ transactions in progress. For example:
 - Office of the Attorney General – New space standards resulted in an 80,000 square foot reduction and \$55M+ savings over the lease term
 - Tax Call Center – New space standards resulted in an extremely efficient layout (under 100 SF/seat)
 - Buffalo Government Centers – Will achieve a 25% square footage reduction and nearly 20% base rent reduction upon completion

North County Transit District, CA



P3 headquarters development and property monetization

The North County Transit District (NCTD) provides bus, train, and hybrid rail services in North San Diego County. CBRE was engaged to provide a broad suite of real estate services including identifying and activating sources of revenue in the portfolio. NCTD's Oceanside Transit Center is located less than one-quarter mile from the Pacific Ocean and one-half mile from the Oceanside Pier. The site is comprised of 19 contiguous parcels of land with an estimated building capacity of over 650,000 square feet and includes transit operations and NCTD's administrative headquarters. The site was identified as a redevelopment opportunity to increase ridership, improve NCTD's headquarters facility, and deliver higher density, mixed and complementary uses that will serve to draw new residents and visitors, as well as expand transit ridership and the workforce in downtown Oceanside.

Since our engagement in 2019, CBRE and our partners have provided a highest and best use study of the property, massing studies and density projections, and significant developer engagement to market the opportunity in advance of the release of a formal RFP to developers. CBRE prepared and launched a comprehensive marketing campaign to attract financially competitive proposals that also meet NCTD's operational objectives. The highly custom materials include videos, photography, brochures, a website, and detailed Request for Proposals (RFP).

CBRE's marketing efforts attracted international attention and delivered multiple competitive proposals offering significant value to NCTD including a revised street grid, build to suit headquarters facilities, and multiple mixed uses including parking. The team collaborated closely with NCTD to refine the available offers, create a competitive environment for the project, and negotiate the best terms for the District. The \$400M project closed in late 2020 and will include:

- 44,000 SF build to suit new office headquarters at \$77M value
- 648 new multifamily units, 18% affordable
- 141 hotel rooms
- 732 parking spots
- 12 business bays
- Revised street grid



Experience of Staff

The CBRE team effort will be conducted as a joint effort combining local market Clackamas specialists with our national Public Institutions and Education Solutions (PIES) team, complemented by executive oversight in our market from Managing Director Jason Green.

Our PIES team represents over 100 public sector clients including the counties of Multnomah, OR, Sonoma, CA, Los Angeles, CA, Dallas, Travis, and Harris, TX, as well as Adams, CO, Broward, FL, Wayne, MI, and Arlington, VA. The team also provides leasing services to government clients including the States of Washington, California, Texas, Florida, Tennessee, Maryland, and New York. They bring national best practices from your peer organizations and zero learning curve regarding public process, transparency, and procedures for headquarters leases or purchases.

As part of our approach, CBRE will strategically leverage the full power of our platform on behalf of Clackamas County to construct a solution with targeted services designed specifically to enhance your needs. These services will be integrated strategically throughout the process for maximum impact.

As necessary and as requested by Clackamas County, and with direction from Managing Director, Jason Green, we will draw in resources from every service line at our disposal to bring you a solution that will withstand scrutiny and adhere to a strict timeline, while simultaneously producing exceptional outcomes.



Clackamas Market Experts

Primary Point of Contact



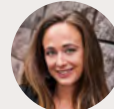
KRISTIN HAMMOND
Senior Vice President

- 18 years of experience
- Office market specialist



GRAHAM TAYLOR
Senior Vice President

- 18 years of experience
- Acquisition and disposition



CARA NOLAN, SIOR
Senior Vice President

- 16 years of experience
- Industrial market specialist

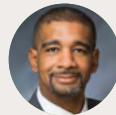
Public Sector Specialist



BRIAN HUTCHERSON
Western Regional Manager

- Account Management
- Public sector best practices and strategic planning

Executive Oversight



JASON GREEN
Managing Director

- Ensures appropriate resources are deployed on the account
- Escalation point for any client concerns

CBRE PLATFORM RESOURCES

MARKET RESEARCH

SPACE VISUALIZATION

FINANCIAL CONSULTING

MOVE MANAGEMENT

WORKPLACE STRATEGY

LOCATION INTELLIGENCE

Since marketplace intelligence is time sensitive, CBRE’s ability to produce current, comprehensive market insights from transactions we have direct, intimate knowledge of creates real advantage for the County. In addition, our #1 market share and marketplace activity ensure that the advice we offer is accurate and relevant in ways otherwise unobtainable. Ultimately, our size provides us the influence and relationships to get deals done more efficiently and with better results.





CAPITAL MARKETS | LAND

GRAHAM TAYLOR

PROFESSIONAL BACKGROUND

Graham Taylor joined the Portland Institutional Multifamily Team in 2004 from our Pleasanton, California office. Graham transitioned to leading the team, responsible for business development and the disposition of assets, including analysis of institutional value creation while newly focusing on Investment Sales. Over the past seventeen years, Graham has facilitated and lead the sale of over 90 transactions comprising over 17,000 units and 2 million SF, with a total consideration of over \$2.3 billion.

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graham.taylor@cbre.com

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In 2015, Graham expanded the practice into investment sales of urban properties for redevelopment. Clients have found his multifamily sales background key to adding development perspective. Since that time, the has sold 24 sites for new development. Graham followed up the success in investment sales to expand the practice again in 2017, now including institutional investment sales. His solid transactional experience and problem solving skills, combined with opportunity creation has led to superior client outcomes.

Prior to joining CBRE, Inc., Graham was a member of the US Rowing National Team, where he competed in national and international competitions for the United States. He also worked as an assistant trader on the Pacific Options Exchange for the Cutler Group. His experience brings fresh ideas to the team along with problem solving skills and teamwork experience.

SIGNIFICANT ASSIGNMENTS

- Montgomery Park - Portland - \$255,000,000
- Village at Main Street - Wilsonville - \$94,965,100
- Ladd - Portland - \$79,350,000
- The Galleria - Portland - \$64,100,000
- One Jefferson Parkway - \$63,000,000
- Cortland Village - Hillsboro - \$56,050,000
- Hedges Creek - Tualatin - \$55,250,000
- Evergreen Park - Vancouver - \$54,200,000
- The Landing - Oregon City - \$52,500,000
- Rivercrest Meadows - Tualatin - \$49,800,000
- Verandas - Hillsboro - \$43,000,000
- Forest Rim - Tualatin - \$42,800,000
- Thorncroft Farms - Hillsboro - \$42,550,000
- The Jones - Hillsboro - \$39,300,000
- The Beverly - Portland - \$29,000,000
- County Courthouse - \$28,000,000
- Stadium Park - Eugene - \$26,400,000

EDUCATION

- B.A. degree - University of California, Berkeley
- Licensed Real Estate Broker in Oregon, Washington and California



ADVISORY & TRANSACTION | OFFICE

KRISTIN HAMMOND

PROFESSIONAL BACKGROUND

Kristin has over 18 years of experience in commercial real estate with a strong history in Occupier Representation, specifically clients in the technology and life sciences industries. She advises companies ranging from start-up to publicly-traded and has participated in over six million square feet of transactions. She provides strategic guidance on requirements from major relocations to build-to-suit construction to economic incentive driven opportunities for out-of-state companies.

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Prior to joining CBRE, Kristin spent eight years with JLL and five years with Cushman & Wakefield. She thrives on identifying creative solutions for complex real estate requirements and has worked diligently to distinguish herself as a knowledgeable and honest professional who can deliver the ideal work environment for clients.

SELECT CLIENTS

- AbSci
- Acorns
- Airbnb
- AMN Healthcare
- Aruba/HPE
- Bonneville Power Administration (BPA)
- CenturyLink
- Coinbase
- comScore
- Datto
- Finastra
- *G (confidential client)
- Guidespark
- Hitachi
- Lytics
- Make A Wish
- Multnomah County
- OIA Global
- Oregon State University
- Oregon Venture Fund
- OSRAM
- Radar
- SeatGeek
- Vancouver Clinic
- Verizon

PROFESSIONAL AFFILIATIONS / ACCREDITATIONS

- CBRE Tech and Media Practice Group
- Oregon Venture Fund
- Technology Association of Oregon
- CREW Portland Chapter President (2013), Board of Directors 2012 to 2014, 25th Anniversary Committee Co-Chair 2018
- Oregon Entrepreneurs Network
- Licensed Real Estate Salesperson in Oregon and Washington

SPEAKING ENGAGEMENTS

- CoreNet Virtual Panel – The Pandemic Impact on Corporate Real Estate in Portland – 2021
- Columbia River Economic Development Council – Emerging Together – 2020
- Institute of Real Estate Management (IREM) Forecast Breakfast - 2017

EDUCATION

- The Ohio State University, Bachelor of Arts



ADVISORY & TRANSACTION | INDUSTRIAL

CARA NOLAN, SIOR

PROFESSIONAL BACKGROUND

With more than 16 years of experience in industrial leasing and sales, Cara specializes in industrial properties, including manufacturing and distribution facilities in the Portland Metro area. Cara also represents buyers and sellers of both industrial properties, as well as infill development sites with transactions totaling over \$700 million dollars in consideration and over \$547 million in just the last five years.

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SELECT CLIENTS

- AER Manufacturing
- Bay Valley Foods
- Bimbo Bakeries
- Capsa Solutions
- Cardinal Health
- Central Garden and Pet
- Danner LaCrosse
- ESI
- Estelle Imports
- Invesco
- Ivanhoe Cambridge
- Jensen Manufacturing
- Johnson Controls
- Oregon Transfer
- Owens Corning
- Portland Development Commission
- Portland Wine Storage
- Principal Financial
- Prologis
- Providence Health Systems
- Quest Diagnostics
- Schwans
- Simplex Grinnell
- Soniq Services
- Stockbridge Capital
- Trammell Crow Company
- Watumull Properties
- Winkler Investments

Cara has completed over 12 million square feet of transactions, including over 500,000 square feet for Danner LaCrosse throughout the US, including their Portland headquarters, a 260,000 square foot space for Watumull Properties in NE Portland, 147,000 SF for Owens Corning in Gresham and 130,000 square feet for Cardinal Health. In addition to tenant representation, Cara also represents Prologis on over 600,000 SF of distribution facilities for lease, as well as over 700,000 SF for Invesco in North Portland. Cara has been named as a Power Broker by Costar, Inc. and earned a NAIOP Committee Excellence Award. She is actively involved in the community, and is a member of several business organizations, including the Commercial Association of Brokers (where she is past president of the over 600 member organization), ULI (where she is a committee member for the mentorship program within WLI). Cara also served as the first Portland market delegate for the CBRE Women's Network.

Cara was raised in Clackamas County and is a current resident.

PROFESSIONAL AFFILIATIONS / ACCREDITATIONS

- 2017 DJC Women of Vision Award Honoree
- Portland Business Journal Forty Under 40, 2017
- #1 Producer, CBRE Portland Industrial Brokerage Group, 2018
- #2 Producer, CBRE Portland Industrial Brokerage Group, 2016, 2017, 2019, 2020
- Top Four Producer CBRE 2016, 2017, 2020
- Top Ten Producer CBRE 2015
- Board Member and Past President, Commercial Association of Brokers (CAB)
- NAIOP Committee Excellence Award
- CBRE Women's Network
- Licensed Broker in Oregon and Washington

EDUCATION

- Graduate Certificate, Real Estate Development – Portland State University
- Bachelor of Science, Economics – University of Oregon



EXECUTIVE OVERSIGHT | CBRE PORTLAND

JASON GREEN

PROFESSIONAL BACKGROUND

Jason Green is Managing Director for Oregon and SW Washington, where he leads 160 professionals who deliver leasing, asset services, facility management, project management and portfolio real estate services in the region. A 23-year commercial real estate veteran who has been with CBRE since 2004, Jason is an established expert in the Portland market. He is well known in the local business community and is an active participant in civic and community activities.

Jason began his career with Grubb & Ellis in 1995 after graduating from UCLA, followed by four years at Savills Studley before joining CBRE. During his 10-year stint as a top broker in the CBRE Portland office, Jason was involved in the sale or lease of over 3.4 million square feet of office space.

With a proven track record of success, active leadership experience in the business community, and a focus on client-centric solutions, Jason is a respected leader at CBRE and in the local market.

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jason.green@cbre.com

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Suite 3500
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SELECT CLIENTS

- Arrow Electronics
- BV Resources
- Cambia Health Solutions
- Charles Schwab
- Chase Bank
- Credit Suisse
- Educational Opportunities for Children and Families
- ESCO
- Hewlett Packard
- Hitachi
- Iberdrola
- ID Experts
- Kalama Chemical
- Key Bank
- Killian Pacific Real Estate
- Lane Powell
- Language Solutions
- LTX Credence
- Markowitz, Herbold, Glade & Mehlhaf, P.C.
- Morgan Stanley
- Oregon Human Development Corporation
- PS Business Parks
- Raymond James Financial
- RBC Mortgage
- RedSide Development
- Shorenstein Realty
- State Farm
- Stewart Title
- Trammell Crow Company
- UBS Financial
- Western Electricity Coordinating Council
- YOH Staffing Solutions

COMMUNITY & PROFESSIONAL SERVICES / ACCREDITATIONS

- United Way of the Columbia-Willamette, Board Member
- Educational Opportunities for Children & Families (EOCF), Board Member
- Westside Economic Alliance, Board Member
- CBRE African American Network Group (AANG), Executive Committee Member
- Portland State University Center for Real Estate, Advisory Board
- Licensed Real Estate Salesperson in Oregon and Washington

ACHIEVEMENTS

- Top 5 Producer for the Portland Office in 2009, 2010, 2011, 2012, 2013
- Vancouver Business Journal's "Accomplished and Under 40" award in 2011
- Earned the prestigious William H. McCarthy Award in 2011, 2012 - CBRE's highest honor for integrity, ethics and leadership
- Consistently ranked among CoStar's top "Power Brokers" in Portland

EDUCATION

- University of California, Los Angeles, Bachelor of Arts, History and Sociology



PUBLIC SECTOR SPECIALIST

BRIAN HUTCHERSON

PROFESSIONAL BACKGROUND

Brian Hutcherson is the Regional Manager for the Western Region in CBRE's Public Institutions & Education Solutions practice. In this role, Brian advises and represents federal, state, county, municipal, and education clients on their real estate strategies, accessing specialty practice lines and services from across CBRE's global platform. As a result, Brian provides solutions ranging from strategic planning, transaction management, to development advisory advice and representation for public sector and education clients in California, Oregon, Arizona, Nevada, New Mexico, and Hawaii.

Brian currently advises on several development projects including a 10-acre transit-oriented development in Oceanside on behalf of the North County Transit District, and several projects for the US Navy. He also advises multiple municipal clients on their portfolio management and acquisition and disposition strategies ranging from fee simple purchases and sales, ground leases, leases, and public-private partnerships. Current leasing clients include Los Angeles County and the California Judicial Courts System. He currently represents the State of Oregon in its disposition of surplus property.

From his 20 plus years as an active duty Marine, Brian brings a depth of strategic planning, leadership, and project management expertise to the practice. He is adept at leading diverse teams in with diverse backgrounds.

SAMPLE SIGNIFICANT ASSIGNMENTS

- Oceanside Transit Center P3 redevelopment, Oceanside, CA (\$400M)
- US Navy Development advisory, San Diego and other locations
- Chanate Campus disposition, Santa Rosa, CA
- Leasing Portfolio, Los Angeles County

EDUCATION

- Bachelor of Science, History, Texas Christian University
- Master of Business Administration, University of Southern California

C +1 858 405 6109

brian.hutcherson@cbre.com

SELECT CLIENTS

- North County Transit District, CA
- City of San Diego, CA
- City of Los Angeles, CA
- City of Arcadia, CA
- City of Azusa, CA
- City of Oxnard, CA
- City of Santa Rosa, CA
- County of Los Angeles, CA
- County of Sonoma, CA
- Alameda Unified School District, CA
- California Judicial Courts System
- City of Las Vegas, NV
- McCarran International Airport, NV
- City & County of Honolulu, HI
- City of Avondale, AZ
- City of Glendale, AZ
- Maricopa County, AZ
- Oregon State University
- State of Oregon
- US Navy

Rate Sheet

Many public sector clients seek comprehensive brokerage services. For your convenience we have provided pricing for a variety of scenarios that may occur.

DISPOSITION SERVICES

In the event Clackamas County engages CBRE to dispose of surplus property, our compensation will be in the form of a commission, payable by the County.

Sales under \$10M

All sales with a total consideration of \$10 million and under will be charged a 5% commission, to be split 50/50 with a co-broker if applicable. In the event there is no co-broker, CBRE will reduce the fee to 4%.

For example, on a \$8,000,000 sale that involves a co-broker, CBRE’s compensation would be calculated as follows:

$\$8,000,000 \times 5\% = \$400,000$
 $\$200,000$ to the co-broker and $\$200,000$ to CBRE

Sales over \$10M

For sales over \$10 million, co-brokers will be responsible to seek payment from their own principals. CBRE’s compensation will be as follows:

SALE PRICE	COMMISSION PAID TO CBRE
First \$0 - \$10 M	4.0%
Next \$5 M	3.0%
Next \$5M	2.0%
Next \$5M	1.5%
Next over \$25M	1.0%

On a \$20,000,000 sale, we assume there will be no co-broker and CBRE’s compensation would be calculated as follows:

$\$10,000,000 \times 4\% = \$400,000$
 $\$5,000,000 \times 3\% = \$150,000$
 $\$5,000,000 \times 2\% = \$100,000$
 Total commission due to CBRE = $\$650,000$



ACQUISITION SERVICES

As brokerage fees are typically paid by the selling entity, CBRE will first pursue payment of those fees from the seller at a market rate. In the event that land the County wishes to acquire is unlisted, or that a commission for the buyer's agent is not included in the seller's representation agreement with their agent/ broker, CBRE would seek the following compensation from the County on a cumulative and compounding basis.

SALE PRICE	COMMISSION PAID TO CBRE
First \$1 - \$10,000,000	2.5%
Over \$10,000,000	1.5%

LEASING

Lease services and corresponding commissions vary depending on the role of the County in the transaction. We have priced multiple scenarios for your convenience.

COUNTY AS LANDLORD

In the event CBRE represents the County as a landlord, the County will pay a fair market commission calculated based on gross lease proceeds. This commission will total 7.5% of the first 5 years of the lease, and 3.75% on the remaining balance of the term. The commission will be split between CBRE as the landlord representative, and the tenant's representative as follows:

	FIRST 5 YEARS OF LEASE	BALANCE OF TERM
CBRE as County's landlord representative	2.5%	1.25%
Tenant's representative	5%	2.5%
TOTAL PAYABLE BY COUNTY	7.5%	3.75%

COUNTY AS A TENANT

Commissions in this scenario are typically paid by the landlord. In the event of the acquisition of real estate by lease or purchase or some alternative means, the County shall notify third-party landlords/ developers that CBRE is exclusively authorized to represent the County in real estate matters for which CBRE shall be entitled to earn and be paid a fair market commission by said third-party Landlord/ Developer, and will support CBRE in its pursuit of commission payments from the Landlord or Developer.

OTHER CONSULTING SERVICES

CBRE may be requested to provide other services that may include, but not be limited to the sale/ leaseback or lease/leaseback of owned facilities, bondable net leases, the structuring of joint ventures, and public-private partnerships. CBRE’s compensation for any such services shall be a market-based compensation schedule determined by mutual agreement once the scope of work has been defined, and funded through transaction proceeds (third-party landlords or financing arrangements) so as to eliminate or reduce out-of-pocket costs to the County.

CBRE may also provide due diligence consulting services such as valuation, facility condition assessments, and other services for which a market-based fee will be provided at the time of engagement.

In the event the County engages CBRE to represent it in complex, procurement-driven transactions such as build-to-suits that the County purchases or lease-purchases, joint ventures, or include swaps or exchanges, CBRE proposes a consulting fee schedule commensurate with the transaction duration plus a success fee. For example, a \$100M project for a 300,000 sf new headquarters could be a 2-year long project. We would propose a monthly retainer plus a modest success fee such as 1.5%, which is a material savings from market fee schedules of up to 4.5% for lease transactions.

PROJECT MANAGEMENT

In the event the County wishes to engage CBRE’s Project Management Platform to provide owner’s representation services, CBRE’s fees are calculated based on the project costs:

PROJECT COST	TOTAL FEE
up to \$10M	3%
up to \$20M	2.5%
\$20M to \$50M	2%
\$50M and up	1.5%

Within 30 days after the expiration or termination of this Agreement or any particular engagement to provide the Services, CBRE shall provide the County with a list of all parties with whom CBRE was engaged in active negotiations with respect to leases or other transactions for which fees could be earned under this Agreement. CBRE shall also provide the County with written evidence of such negotiations. If within 180 days after such expiration or termination date, the County enters into any agreement of sale, lease, sublease or other written agreement with a party on such list for which a fee would have been earned hereunder, CBRE shall earn the fee provided for under this Agreement to the same extent as if the Services had not expired or terminated. Upon the expiration of the 180-day period, CBRE may present to the County for its consideration an extension of the fee protection period for any existing transactions which remain active and imminent. The County shall not be obligated to extend such period, but the Parties shall negotiate in good faith a fair compensation arrangement for the work performed by CBRE (or its Subagents) prior to termination. This paragraph shall survive the termination or expiration of this Agreement.

References

Scott Churchill

Manager of Strategic Planning,
Real Estate and Capital
Projects, Facilities & Property
Management

Multnomah County, OR

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Keith Lew, AIA

Deputy Director, General
Services Department Facilities
Development and Management

Sonoma County, CA

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(M) 707.800.5578

Nicole Neuschwander

Director of Leasing and Strategic
Real Property Management

Oregon State University

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541-737-6925

QUOTE CERTIFICATION FORM
RFQ #2022-107

Submitted by: CBRE, Inc.
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

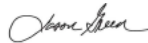
SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: Jason Green Date: January 18, 2023
Signature:  Title: Managing Director
Email: jason.green@cbre.com Telephone: 503 221 4810
Oregon Business Registry Number: 011921-29 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____



REQUEST FOR QUOTES:
RFQ #2022-107

JASON GREEN

Managing Director
Licensed in OR & WA
T +1 503 221 4810
jason.green@cbre.com

GRAHAM TAYLOR

Senior Vice President
Licensed in OR & WA
C +1 503 200 9216
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CBRE

CBRE © 2023 All Rights Reserved. All information included in this letter/proposal pertaining to CBRE, Inc. ("CBRE")—including but not limited to its operations, employees, technology and clients—is proprietary and confidential and supplied with the understanding that such information will be held in confidence and not disclosed to any third party without CBRE's prior written consent. This letter/proposal is intended solely as a preliminary expression of general intentions, is for discussion purposes only, and does not create any agreement or obligation by CBRE to negotiate or continue negotiations. CBRE shall have no contractual obligation with respect to the matters referred to herein unless and until a definitive, fully-executed agreement has been delivered by the parties. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7613**

This Personal Services Contract (this “Contract”) is entered into between **Lancefield Realty Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2026**.
- 2. Scope of Work.** Contractor shall provide the following: On-Call Professional Commercial Real Estate Services, described in County’s RFQ 2022-107 (“Work”), attached hereto as **Exhibit A** and incorporated by this reference herein, and further described in Contractor’s response, attached hereto as **Exhibit B** and incorporated by this reference herein.

This Contract is on an “on-call” or “as-needed basis” for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)** for the life of the contract, for accomplishing the Work required by this Contract. Consideration rates are in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Provided, however, that the \$150,000 not to exceed amount is limited to transactions in which the County is obligated to pay Contractor directly. For real estate transactions in which Contractor is paid by the owner of real property as part of the closing costs of a transaction, Contractor shall be paid on a commission basis in accordance with Exhibit B of the Contract. The \$150,000 not to exceed limit is inapplicable to such transactions as the County is not the party paying Contractor.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462

to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to the project manager requesting the services and as identified in the Task Order document.

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in this Contract, any additional terms and conditions that may be contained in Exhibit B are void.

7. Contractor and County Contacts.

Contractor Administrator: Christopher Lancefield Phone: 503-807-6642 Email: chrislancefield@gmail.com	County Administrator: Ryan Rice Email: RRice@clackamas.us
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County: The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material

change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 28 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall

surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be


responsible for its own attorneys' fees and expenses.

28. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Lancefield Realty Inc.

Clackamas County

 3/10/2023
Authorized Signature Date

Chair

CHRISTOPHER LANCEFIELD / BROKER
Name / Title (Printed)

Recording Secretary

245086-99
Oregon Business Registry #

Date

DBC/Oregon
Entity Type / State of Formation

Approved as to Form:

 03/15/2023
County Counsel Date

EXHIBIT A
RFQ 2022-107
As Needed Professional Commercial Real Estate Services
Published December 19, 2022



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2022-107

Issue Date: December 19, 2022

Project Name:	As Needed Professional Commercial Real Estate Services		
Quote Due Date/Time:	January 18, 2023; 2:00 PM PST		
Procurement Analyst:	Juliana Snegireff	Email:	jsnegireff@clackamas.us

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
[HTTPS://BIDLOCKER.US/A/CLACKAMASCOUNTY/BIDLOCKER](https://bidlocker.us/a/clackamascounty/bidlocker)**

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at <https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsa/> Document No. S- C01010-00005246. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum. **LATE QUOTES WILL NOT BE ACCEPTED.**
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. SCOPE

The purpose of this RFQ is to expand our existing contract pool for commercial real estate firms to meet the growing needs of the county. If your firm currently holds a Real Estate Services contract with Clackamas County, there is no need to submit on this RFQ.

Background:

The County intends to award to multiple contracts to licensed, qualified firms or individuals to provide a full range of commercial real estate needs and related services. Work will be on an as-needed basis to assist the County in assessing a full range of facility options including but not limited to, client's needs assessment, locations in relation to public transportation routes, sizes of facilities, client and public parking, safety and security of locations regarding the potential purchase or lease of future County buildings and property to meet current and future needs. In developing the potential range of options, creativity and the ability to estimate costs of construction options will be essential, as is experience working with similar commercial businesses and the public sector. The quoter should then be able to work with the County through all the real estate steps of implementing the selected property option(s). The County does not guarantee a specific amount of services, as Work will be requested on an as-need basis.

Scope

Clackamas County Facilities Management division ("CCFM") is seeking commercial real estate brokers, agents, or advisors to offer a quote in response to this solicitation. The successful quoter will be tasked with developing, considering and presenting a wide range of options best suited to delivering to the County multiple administrative, office, public and behavioral clinic facilities to house required administrative, office, health clinic space, legal and technical services teams as well as sufficient adjacent client and employee parking.

Current examples of Potential County needs include:

- Health, Housing and Human Services Department ("H3S"), Behavioral Health Clinics Division, are looking for two to four facilities with approximately 20,000sf to 25,000sf in the Oregon City, North County and Canby areas.
- Negotiating new leases.
- Renegotiating renewals of current County space on several commercial properties where their lease periods will expire in the near future.
- And other work as assigned.

The County may require the awarded firm to provide the marketing of excess commercial property using real estate marketing methods until the property(s) sell, or until the contract with the commercial real estate company expires. The company will also execute any real estate purchases or leases selected from the analyzed options presented to and approved by the County.

The awarded contract will be on an "on-call" or "as-needed basis" for Work.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County's Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. Rate Sheet;
- D. References;
- E. Quote Certification Form; and
- F. Any additional information that Clackamas County should take into consideration for the project or qualifications.

5. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, price/fees, references, and proposal to complete the project

QUOTE CERTIFICATION FORM
RFQ #2022-107

Submitted by: LANCEFIELD REALTY, INC.
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.


SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: CHRISTOPHER LANCEFIELD Date: 1/17/2023
Signature:  Title: PRINCIPAL BROKER
Email: CHRISLANCEFIED@GMAIL.COM Telephone: 503-807-6642
Oregon Business Registry Number: 245086-99 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

**CLACKAMAS COUNTY
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT ORPIN (<http://orpin.oregon.gov/open.dll/welcome>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

Exhibit B
Vendor Response

RFQ # 2022-107

Attn: Juliana Snegireff

Re: As-needed commercial real estate services

Firm Experience: Lancefield Realty has worked on commercial real estate transactions including former gas stations, investment property, commercial buildings, 1031 exchanges along with some multi-year transactions that require patience and determination. Established in October of 2004.

Staff Experience: I have represented clients in the following commercial transactions-

- A) 37 SW Hamilton, Portland, OR, Winter of 2007, \$640,000
- B) 7435 SW Capitol HWY, Portland, OR, Winter of 2007, \$440,020
- C) 2937 E. Burnside St. Portland, OR, April of 2017, two years of preparation and five weeks of intense negotiating, part of a 1031 exchange. \$1,025,000
- D) 1935 N. Killingsworth St., Portland, OR, August 2018, former gas station property, development land, a two-year transaction, part of a 1031 exchange. \$1,435,000
- E) 7934 S.W. Barbur Blvd. Portland, OR, December of 2018, a 10-unit apartment building, part of a 1031 exchange. \$1,475,000
- F) 5812 E. Burnside St. Portland, OR, January of 2019, a recording studio and a restaurant, nearly two years spent getting consent from one party to sell to the other, followed by a sale of the property six months later. \$748,000
- G) 322 S.E. 82nd Ave. Portland, OR, December of 2020, a commercial building with .68 acres of land, a two-year transaction. \$1,650,000
- H) 3360 S.E. Division St. Portland, OR, Summer of 2018? Commercial lease, assisted clients with negotiations, in concert with their real estate attorney.

I am licensed in both Oregon & Washington

Initially licensed in Oregon March of 1997

Proposed Rate Sheet:

Hourly rate for research, correspondence with property owners: \$100.00

Proposed Commission Rates:

Listings up to 2MM: 6.00%

2-5MM: 5.00%

5MM + : Negotiable

Selling agent, when no other compensation is offered:

Purchases up to 2MM: 3.00%

2-5MM: 2.5%

5MM + : Negotiable

References

1. Steve Fowlkes: I have completed approximately \$4,500,000 in transactions with Steve over the last five to six years or so. He is my best client.

Phone: 503-975-6652

2. Charles Fowlkes: Charles, Steve's father was a broker with my company from approximately 2016 to 2019.

Phone: 503-284-7860

E-mail: bryantmkt@msn.com

3. Steve Strauss: I have completed multiple transactions for Steve.

Phone: 503-706-9149

E-mail: stevenbstrauss@gmail.com

4. Dan Temple: Formerly of Emerald Home Inspection, I worked with Dan as My main property inspector for over twenty years.

Phone: 503-939-7141

E-mail: dan@emeraldinspection.com (?)

5. Kathryn Runyon: Lawyers Title, worked with her since 2010.

Phone: 503-535-5011

E-mail: teamrunyon@ltic.com

6. James & Meredith Thompson: clients

James: 503-709-0741

Meredith: 503-915-7211