

**REQUEST FOR PROPOSAL
COVER SHEET**

Date: July 1, 2018

Solicitation Number: RFP-LIFT-2018

Solicitation title: LIFT Attorney RFP

Proposal will be received until: Aug 15, 2018.

Location of services provided: Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

For additional information, please contact: Joseph Orrino & Jason Henderson

Email Address: jorrino@littletongov.org;jhenderson@littletongov.org

Documents included in this package: Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Specification and Scope of Work
Pricing
Submission Form

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: _____ Fax: _____

Address: _____ City/State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone: _____

Authorized Representative's Signature: _____ Phone: _____

Printed Name: _____ Title: _____ Date: _____

Email Address: _____

LITTLETON LIFT
REQUEST FOR PROPOSAL

PURPOSE: LIFT of Littleton is requesting proposals to contract for legal services to be provided to Littleton Invests For Tomorrow (LIFT), the Littleton Urban Renewal Authority.

FREQUENTLY USED TERMS: “Offers” or “Responses” include but are not limited, to all bids, proposals, qualifications and quotations made to Littleton LIFT, hereinafter referred to as “LIFT” or “Buyer”, by all prospective suppliers, herein after referred to as “Vendors”. “Project Manager” means the representative of LIFT issuing the Request.

SCHEDULE OF ACTIVITIES: The following activities and dates are just a tentative outline of the process to be used to solicit vendor responses and to evaluate each vendor proposal.

July 19, 2018 Issue Request for Proposal
August 2, 2018 at 11:00 a.m.Deadline for submitting questions
September 4, 2018 at 11:00 a.m.Proposal submittal deadline
October 4, 2018 Award contract

TERM OF CONTRACT: This contract shall commence on October 19, 2018 and shall remain in effect through October 19, 2020. The selected Vendor will enter into an agreement with LIFT as an independent contractor, and not as an employment contract.

RESPONSE TO QUESTIONS: Questions regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via e-mail, to Joseph Orrino at jorrino@littletongov.org and Jason Henderson at jhenderson@littletongov.org. These and any additional questions submitted during the Pre-submittal Conference will be made available as an amendment or addenda on the LIFT website.

Any official interpretation of this Solicitation must be made by an agent of LIFT’s Urban Renewal Authority who is authorized to act on behalf of LIFT. LIFT shall not be responsible for interpretations offered by persons who are not agents of LIFT’s Urban Renewal Authority.

ADDENDA: Vendor is responsible for obtaining and acknowledging all subsequent addenda via the LIFT website. Failure to submit any and all the subsequent addendum may deem the vendor non-responsive.

1. GENERAL TERMS AND CONDITIONS

- A. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and equipment as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of LIFT or the compensation to the Vendor. The accuracy of the Offer is the sole responsibility of the Vendor.
- B. Any ambiguity, conflict discrepancy omissions or other error discovered in the solicitation must be reported immediately in writing to LIFT and a request be made for modifications or clarifications. Any such change will be posted as an amendment or addenda on the Rocky Mountain E-Purchasing System website.
- C. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, LIFT reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, LIFT may charge the Vendor any difference between the Vendor’s price

and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

2. PRICES CONTAINED IN OFFER-DISCOUNTS, TAXES, COLLUSION

- A. Vendors may offer a cash discount for prompt payment. Vendors are encouraged to provide their prompt payment terms in the pricing section of the proposal. If no prompt payment discount is being offered, the Vendor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Vendor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that LIFT receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check, posted transaction date on a purchasing card, or verified transmittal of an Electronic Funds Transfer, EFT. Invoices are to be submitted only after services are rendered.
- B. In the event LIFT discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
- C. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as LIFT is exempt from payment of such taxes.
- D. LIFT must be contacted prior to any change of scope in work to be performed after the original contract has been signed when such changes are expected to result in an increase of cost in excess of quoted fees prior to commencement of the work. An agreed change of scope in the work to be performed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.
- E. The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time LIFT shall have the option to renew the contract for subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. Continuation of the contract beyond the initial period is a LIFT prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of LIFT.
- F. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with LIFT. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of LIFT's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section may be prosecuted to the fullest extent of the law.

3. PREPARATION: The Offer must be typed or legibly printed in ink. Offers must contain a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. **Failure to sign and return the original cover by an authorized agent page of the Solicitation may deem the offer non-responsive.** LIFT will not be liable in any way for the costs incurred by the vendors in the preparation of the proposals or costs associated with oral presentations, as required.

4. SUBMISSION: An **ORIGINAL, SIX (6) copies** (and the **electronic proposal downloaded on a flash drive**) must be received by Wendy Heffner, Littleton City Clerk, before the deadline as specified in this solicitation. The Offer should be sealed in an envelope with the vendor's name and address clearly marked on the envelope addressed as indicated on the Submission Page. Failure to submit the required number of copies may deem the vendor non-responsive.

- 5. MODIFICATIONS TO OFFERS:** Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. If more than one modification is submitted, the modification bearing the latest date of receipt by LIFT's Finance Department will be considered the valid modification. No changes in the Offer may be allowed after the date and time that the Offers are due.
- 6. WITHDRAWAL OF OFFERS:** Offers may be withdrawn prior to the time and date set for the opening. Such requests should be made in writing on company letterhead. Any proposal may be withdrawn up until the date and time provided below for examining the proposals. Any proposal not withdrawn by that deadline shall constitute an irrevocable offer to sell to LIFT the services described in the attached specifications, either for a period of one hundred and twenty (120) days, or until one of the proposals has been approved by LIFT administration, whichever occurs first.
- 7. REJECTION OF OFFERS:** LIFT may, at its sole and absolute discretion, reject Offers or deem a Vendor non-responsive based on the following:
- A. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors if not in the best interests of LIFT;
 - B. Waive any irregularities in the Offers received in conjunction with this Solicitation;
 - C. The Vendor misstates or conceals any material fact in its Offer;
 - D. The Offer expressly requires or implies a conditional award or submit alternate terms and conditions which conflict with LIFT 's terms and conditions;
 - E. The Offer does not include documents which are required for submission with the Offer; and/or
 - F. A conflict of interest is determined.
- 8. LATE OFFERS:** Offers received after the date and time set for the opening shall be considered non-responsive and retained by LIFT as required by law.
- 9. DEVIATION FROM THE SCOPE OF SERVICES/SPECIFICATIONS:** Any proposed deviation from the Scope of Work MUST be noted in detail, and submitted in writing with the Proposal. Complete specifications shall be attached for any substitutions proposed, or when amplifications are desirable or necessary. Failure to submit documentation with changes, if applicable, may be grounds for rejection and does not excuse proposing firm from being strictly accountable to the Scope of Work as written. If specifications or descriptive papers are submitted with Proposals, the proposing firm's name shall be clearly shown on each document.
- 10. COLORADO OPEN RECORDS ACT:** Any information submitted with the Proposal shall become public information, subject to release, under the Colorado Open Records Act. LIFT shall be held harmless from any claims arising from the release of information within the Proposal. It is the responsibility of the proposing firm to ensure that no confidential or proprietary information is included in the Proposal that the proposing firm would not wish to be released.
- 11. AWARD OF SOLICITATION:** LIFT may award the solicitation to the successful Vendor through the issuance of a Notice of Intent to Award via phone or email contact of winning bidder. Only the names of the vendors will be read aloud at the opening of proposals.
- 12. EVALUATION CRITERIA:** For this Solicitation, the evaluation committee will score responses based on the following criteria. Statements of Qualifications will be examined closely by the following evaluation criteria to determine that they meet the standards necessary for this assignment, as determined by LIFT. LIFT will be the sole judge as to which individual and/or firm (if any) is selected to provide the services. It is LIFT's intent to consider the individual and/or firm deemed to be the most highly qualified to provide the services required. Selection will be based upon the review of the Statements of Qualifications according to the Evaluation Criteria. LIFT may select at least three or more individuals and/or firms for short list interviews based upon the number of proposals received regarding this assignment.

- A. Overall qualifications, experience, and performance of the firm and/or the assigned individual(s).
- B. References from other cities and examples of similar work.

- 13. SELECTION:** The best-qualified respondent shall be based upon LIFT's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The determination shall be based only on the selection criteria contained within this RFP. LIFT reserves the right to reject any and/or all responses to this request.
- 14. ORAL PRESENTATIONS:** The proposing firm's fee structure is to be based only on the goods and services to be provided. If it is in the best interest of LIFT, the Evaluation Committee may invite a limited number of Vendors to provide an oral presentation after the written Responses have been scored. LIFT reserves the right to conduct negotiations with Vendors and to accept revisions of proposals before award. During this negotiation period, LIFT will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.
- 15. APPEAL OF AWARD:** Solicitations are awarded based on several conditions, price being just one of the elements. Vendors may appeal the Notice of Intent to Award decision by submitting, **in writing**, to LIFT's Chairman, a request for reconsideration within 72 hours after the Notice of Intent to Award is disclosed via the LIFT website, provided that the appeal is sought by the Vendor prior to LIFT finalizing a contract with the selected Vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal of award process. **ANY VENDOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL AWARD DECISION(S).**
- 16. NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of LIFT as set forth herein after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. LIFT shall give the Contractor written notice of such non-appropriation.

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17. SPECIAL TERMS AND CONDITIONS

- A. **QUALIFICATIONS AND COMPETENCY OF VENDORS:** LIFT reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its financial, technical or other qualifications and ability to perform work as necessary, and may consider any evidence available to it in making the award in the best interests of LIFT. Such information includes but not limited to: current/maximum bonding capabilities, current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Vendor shall furnish all information and data for this purpose as LIFT requests. LIFT reserves the right to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to satisfy LIFT that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- B. **OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Vendor's facility may be made prior to award of contract. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used means a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of LIFT.
- C. **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Vendor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Vendor shall also identify the capabilities, experience and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by LIFT when making the award in the best interest of LIFT.
- D. All businesses to be registered and in good standing with the Colorado Secretary of State prior to contract being signed.
- E. All vendors must provide the email address, name and title for the person authorized to execute all contract documents and the successful vendor/bidder/applicant must agree and be able to execute contract documents electronically, if LIFT so requests.

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18. SPECIFICATION AND SCOPE OF WORK

- A. **BACKGROUND:** LIFT of Littleton is seeking proposals from qualified firms to provide legal services on an as-needed basis to the LITTLETON INVESTS FOR TOMORROW (LIFT) BOARD.
- i. Currently, the LIFT Board employs the services of the Littleton City Attorney in instances and questions that neither present a conflict of interest with LIFT nor overly tax the resources of City of Littleton City Attorney's Office.
 - ii. The contracted attorney contemplated by this RFP will be hired for a limited scope of services generally involving answering questions and advising the Board according to applicable urban renewal and other laws and regulations when so assigned.
 - iii. Scope of services may, at the sole discretion of the LIFT Board, grow if and when the need arises, such as when a new project is presented to the LIFT Board.
 - iv. In the immediate future, an attorney would NOT be required to attend the LIFT Board meetings, but only to be accessible should questions or controversies arise.
 - v. The RFP award will not create an exclusive relationship between LIFT and the attorney.

B. MANDATORY REQUIREMENTS:

Failure to provide required information may deem your submittal non-responsive.

- i. The attorney (or lead attorney in the case of multiple attorneys or a firm) must demonstrate at minimum seven (7) years practice of the law in Colorado.
- ii. The attorney must offer its services on an as-needed hourly basis. A retainer is not contemplated at this time.
- iii. LIFT shall have the option to cancel the agreement at any time without cause.

C. DESIRED QUALIFICATIONS:

- i. The attorney must demonstrate familiarity with laws and controversies that are likely to present themselves to the LIFT Board, including:
 1. Municipal law including Urban Renewal and eminent domain law
 2. Familiarity with the liabilities and requirements borne by the LIFT Board

D. SCOPE OF WORK:

- i. Attend LIFT Meetings when requested by the LIFT Board Chair (Regular Meetings are currently held monthly on the second Thursday of each month at 6:30pm, though other meetings may be scheduled)
- ii. Answer questions from and offer advice to the LIFT Board when requested
- iii. Provide answers and advice in memo form for distribution to the LIFT Board
- iv. Provide answers and advice in person at requested meetings

E. SCHEDULE:

A limited time allotted for work to be complete will require a significant dedication of resources to keep this project on track. We anticipate awarding a contract by September 1, 2018 and work to begin with the LIFT Board as necessary.

19. CONTENT OF PROPOSAL:

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to perform the requirements of this RFP to include the following content,

Statement of Qualifications. The Statement of Qualifications shall provide the following information in order to be considered responsive.

- A. Introduction Letter and *signed* Cover Sheet
- B. Letter of Interest. Submit a letter of interest signed by the individual or the authorized representative of the firm named therein. This letter of interest should briefly summarize relevant qualifications and experience. Please include a proposal as to how you or your firm would accomplish the work as well as the cost for the service. The signature on this letter shall be interpreted to signify the officer's intent to comply with all the terms, conditions and specifications as set forth in this solicitation, unless otherwise specifically noted.
- C. Prior experience. Identify specifically what experience is represented.
 - a. Provide a list of at least three client references for the type of services being requested. This requirement may be satisfied by the submission of a resume with references.
 - b. For major projects, provide a brief project description including synopsis, scope and complexity.
- D. Key Personnel. Please identify the key individual(s) who will be assigned to provide said services. Provide an organization chart of the firm. Give a brief resume of each key staff member and identify what responsibility each person will have.
- E. Any additional information relevant to this Solicitation or needed by LIFT.
- F. Qualifications of Sub-Contractors, as required. See "Sub-Contractors of Work Shall Be Identified" in the Special Terms and Conditions for more information.
- G. All vendors must provide the email address, name and title for the person authorized to execute all contract documents and the successful vendor/bidder/applicant must agree and be able to execute contract documents electronically, if LIFT so requests.

20. RESPONSE FORMAT:

Failure to respond in the required format may deem your submittal non-responsive.

- A. Label cover of Original submittal.
- B. Table of Contents – Include a clear identification of the material by section and by page number i.e. Mandatory Requirements section, etc.
- C. Submit proposal in a tab format with sections listed in order specified in "Content of Proposal".
- D. **Page limit: 20 pages.**

21. FAILURE TO PROVIDE ANY REQUESTED INFORMATION: Failure to provide any requested information may result in the rejection of your offer.

22. IMPLIED REQUIREMENTS: N/A

REQUEST FOR PROPOSAL PRICING

Offeror shall submit an attachment that outlines the fees to be charged by the firm.

EXPENSES: Additional expenses (including travel time and expense) are to be Itemized in the bid proposal.

DISCOUNT: Offeror should propose a discount for payment within a certain time of acceptance of a correct invoice.

**RFP - Littleton LIFT Attorney - 2018
REQUEST FOR PROPOSAL
SUBMISSION FORM**

SUBMISSION: It is imperative that you address the envelope as follows:

LIFT Board
2255 West Berry Avenue
Littleton, CO 80120
Attn: Jason Henderson
RFP- LIFT Attorney - 2018

Does your offer comply with all the terms and conditions? **(YES / NO)**
If no, indicate where exceptions can be found in proposal.

Does your offer meet or exceed all specifications? **(YES / NO)**
If no, indicate where exceptions can be found in proposal.

HAVE ALL ADDENDUMS BEEN ACKNOWLEDGED? **(YES / NO)**

ORIGINAL AND NUMBER OF COPIES REQUESTED ENCLOSED? **(YES / NO)**

HAS A DULY AUTHORIZED AGENT OF THE VENDOR
SIGNED THE COVER SHEET? **(YES / NO)**

HAS A W-9 FORM BEEN INCLUDED WITH PROPOSAL? **(YES / NO)**

DO YOU AGREE TO EXECUTE CONTRACT DOCUMENTS
ELECTRONICALLY IF LIFT SO REQUESTS? **(YES / NO)**

Person authorized to execute contract documents:

Printed Name: _____ Title: _____

Email Address: _____ Date: _____