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Roll Call: Meeting was called to order at 6:30. Members Kevin Seiler, Carol Brzeczek, Joseph Orrino, Cindy Christensen, Bill Hopping, and Jason Henderson were present. Jack Rychecky and Pat Driscoll were absent. Steve Kemp was also present.

10 New Business

11 **ID-18-224 – Motion to Approve an RFP for LIFT counsel**

12 Jason Henderson presented the final draft RFP explaining that the dates would need
13 to be amended since we are behind our original schedule. He hoped that we would
14 be discussing the applications the week of September 24th. Orrino moved to
15 approve the RFP as presented with the following changes: The Schedule of
16 Activities – change June 28, 2018 to July 19, 2018; July 15, 2018 to August 2, 2018;
17 August 15, 2018 to September 4, 2018; and September 1, 2018 to October 4, 2018
18 and change the date in the term of Contract from September 15 to October 19th and
19 delete the strike through.

20
21 Brzeczek seconded.

22
23 Brzeczek amended the motion to allow any other dates in the RFP to be amended in
24 compliance with the main motion. Orrino seconded.

25
26
27 Hopping, new to LIFT, asked why LIFT needed a backup attorney. Henderson
28 explained that this is a backstop in case we had an amazing amount of work beyond
29 the scope of our agreement with the city and make sure we had representation in
30 case Mr. Kemp had a conflict that disallowed him from providing advice. It was
31 explained that there are times and will be times when Mr. Kemp will be unable to
32 represent LIFT in matters that may conflict with the city.

33
34 Hopping stated we have several boards and commissions in Littleton and not one of
35 them has their own attorney. It creates a redundancy and causes conflict. The city
36 never has a back up attorney. It is very rare in any organization to have a contract
37 with a backup attorney to answer questions when you didn't like the answers you
38 got from your own attorney. He thought LIFT was lining up an opportunity to
39 spend a lot of money and he did not understand fully why the board feels it is
40 necessary to hire a back up attorney.

41
42 Henderson said the intent is not to create a conflict. But in case of conflict we need
43 an attorney. Orrino said we have never considered this attorney as a back up
44 attorney but as an attorney for the LIFT board. Conflict can happen given the
45 relationship between the city and the LIFT board. With respect to cost we have not
46 asked for an attorney to come to every meeting but as only on an as needed basis as

47 determined by the chair. The public has spoken in favor of this and they have
48 asked LIFT to pay their own way and not use the city's resources and Mr. Kemp's
49 time does have a cost associated with it.

50

51 Brzeczek explained that LIFT is not like the other Boards and Commissions – LIFT is
52 authorized by the state – comparing LIFT to other Boards and Commission is like
53 comparing an apple to an orange. The UR law gives us the authority to hire our own
54 attorney and Mr. Kemp has made it clear that there will be times when he would be
55 unable to advise LIFT due to his representation of the city. There were situations
56 that were problematic when Cory Hoffman represented both the LIFT board and the
57 City.

58

59 Hopping asked Mr. Kemp what happens in situations where the council is the urban
60 renewal board. Do they go out and hire multiple attorneys. Mr. Kemp said lawyers
61 function under professional conduct rules and it provides that a lawyer cannot
62 represent two clients where their responsibility to each client is materially limited.
63 In Hopping's example the council would likely select a separate counsel to advise
64 them on the application simply because they act as a financing agent and the city
65 attorney may have a different opinion than LIFT about the financing.

66

67 Seilor said we are trying to be proactive so if a project comes forward we are ready
68 to deal with it and we see that having separate counsel is needed – we are not
69 committing any dollars to the firm until needed.

70

71 Hopping moved to amend the motion by addition language in the Mandatory
72 Requirements section (i) to read: The attorney (or lead attorney in the case of
73 multiple attorneys or a firm) must demonstrate at minimum seven (7) years
74 practice of the law in Colorado *with significant experience in urban renewal listed*
75 *and explained.* (Italics represent new language.) Henderson said it was a valuable
76 suggestion and we will be going through an evaluation process - but he thought the
77 language in the Background section gets at the same idea.

78

79 A vote on the first amendment had not been taken so Hopping withdrew his motion
80 while the vote for the first amendment could be taken. Amendment passed 6/0.

81

82 Hopping then made his motion to amend page 7 after the word Colorado in the
83 Mandatory Requirements section (i) add with significant experience in urban
84 renewal listed and explained. Henderson seconded.

85

86 Orrino opposed the amendment saying that this was a topic of discussion and the
87 LIFT group desired to cast a wide net and evaluate all the qualifications and found
88 the added language unnecessarily limiting. We can limit ourselves later if we need
89 to but not now.

90

91 Brzeczek agreed with Orrino and added that there are only five or six firms that
92 practice urban renewal law and there had been extensive discussion about

93 expanding our search with the group agreeing that there are other aspects of law
94 that are important. We may end up with an urban renewal attorney but we have not
95 limited ourselves just to consider urban renewal attorneys. Hopping asked why hire
96 someone who doesn't have urban renewal experience? Amendment failed on a 2/4
97 vote with Seilor and Hopping voting Aye and Orrino, Brzeczek, Henderson and
98 Christenson dissenting.

99
100 Hopping moved to amend the RFP by adding: B (iii) LIFT shall have the option to
101 cancel the agreement at any time without cause. Orrino seconded. Henderson said
102 even if it is redundant it doesn't cause a problem. Amendment passed 6/0.

103
104 Hopping offered another amendment adding an item under Scope of Work on page 8
105 to be listed as item (i) to read: Only the LIFT Board Chair shall engage the attorney
106 for pay and the Chair shall do so only upon a majority vote of the board and then
107 only for the specific purpose authorized by the board. Henderson seconded.

108
109 Brzeczek thought this was too limiting for the board. If we need an attorney in the
110 meeting but can't get the attorney to the meeting because we haven't met to
111 approved getting them to the meeting we have pushed whatever off for another
112 month. She has faith in every one of the board members to do the work that we
113 have agreed to do in our meetings and we have been able to direct the Chair to do
114 what needs to be done when the group wants it to be done and this will hamstring
115 us. We just don't know what the future circumstances will be and we don't meet
116 often enough as it is.

117
118 Christenson said given it is a Request For Proposal it seems it might be too
119 restrictive. It is something that she would see put in the contract that we sign with
120 the attorney we hire. It is definitely something we should think about as policy.

121
122 Hopping said we have a very limited budget and can't be spending it on attorneys.
123 He does not want all 7 of us with the ability to pick up the phone and call the
124 attorney. Seilor thought we would need to address this somewhere if the motion
125 fails. Henderson said to address Carol's issue I agree that we need a central person
126 for the attorney to answer to - and that is the Chair. It seems to take the power out
127 of the hands of the Chair.

128
129 Brzeczek offered an example - if a property owner approached the Chair and the
130 Chair determined that our attorney needed to be present at the next board meeting
131 he should be able to make that decision. She also stated that this board does not
132 spend money - we spend money on a videographer and we are about ready to
133 spend some money on the website. We have quarter million dollars sitting in the
134 bank. She said she did not like to spend money frivolously but having an attorney
135 here when anyone of the group talks to the Chair and the Chair agrees that we need
136 an attorney present is spending our money wisely.

137

138 Hopping thought it was a dangerous situation and he was sensitive to the limited
139 funds and he doesn't want the funds frittered away. The money would be wasted if
140 you have a board where one member can twist the arm of the Chair.

141
142 Hopping then asked if the Chair could take a phone poll. Mr. Kemp had a concern
143 with that approach.

144
145 Seilor thought some discussion about how the board will interact with the attorney
146 is a broader discussion that needs to take place knowing that there will be other
147 entities besides the attorney that we may need to interact with if a project comes
148 forward. He stated that it is prudent to have everything in line before we get a call
149 from a developer.

150
151 Christenson said a special meeting could be called if needed much as this one was
152 called.

153
154 The LIFT board has worked well and Brzeczek had no doubt that any LIFT board
155 member could approach the Chair with any request for an attorney to be present at
156 our meeting and the request would not be ignored. This limitation is unnecessary.
157 Amendment failed on a 1/6 vote with Hopping the only Aye.

158
159 Orrino moved to approve \$250 for placement of our ad for this RFP. Motion passed
160 6/0.

161
162 Brzeczek moved and Christenson seconded to adjourn. Motion passed 6/0.

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184 **Attachment 1**

185 **REQUEST FOR PROPOSAL**
186 **COVER SHEET**

187 _____
188 Date: July 1, 2018

189 Solicitation Number: RFP-LIFT-2018

190 Solicitation title: LIFT Attorney RFP

191 Proposal will be received until: Aug 15, 2018.

192 Location of services provided: Littleton Center
193 2255 West Berry Avenue
194 Littleton, CO 80120

195 For additional information, please contact: Joseph Orrino & Jason Henderson
196
197 Email Address:
198 jorrino@littletongov.org;jhenderson@littletongov.org

199 Documents included in this package: Cover Sheet
200 General Terms and Conditions
201 Special Terms and Conditions
202 Specification and Scope of Work
203 Pricing
204 Submission Form
205

206 The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2)
207 he/she has read all terms and conditions and technical specifications which were made available
208 in conjunction with this solicitation and fully understands and accepts them unless specific
209 variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of
210 the vendor in accordance with any terms and conditions set forth in this document, and (4) the
211 vendor will accept any awards made to it as a result of the offer submitted herein for a minimum
212 of ninety (90) calendar days following the date of submission.
213

214 **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: _____

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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.

- 270 C. In the event that the Vendor defaults on its contract or the contract is terminated for
271 cause due to performance, LIFT reserves the right to re-procure the materials or services
272 from the next lowest Vendor or from other sources during the remaining term of the
273 terminated/defaulted contract. Under this arrangement, LIFT may charge the Vendor any
274 difference between the Vendor's price and the price to be paid to the next lowest Vendor,
275 as well as any costs associated with the re-solicitation effort.
276

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

- 278
279 A. Vendors may offer a cash discount for prompt payment. Vendors are encouraged to
280 provide their prompt payment terms in the pricing section of the proposal. If no prompt
281 payment discount is being offered, the Vendor shall enter a zero (0) for the percentage
282 discount to indicate net thirty days. If the Vendor does not enter a percentage discount, it
283 is hereby understood and agreed that the payment terms shall be net thirty days,
284 effective on the date that LIFT receives an accurate invoice or accepts the products,
285 whichever is the later date. Payment is deemed to be made on the date of the mailing of
286 the check, posted transaction date on a purchasing card, or verified transmittal of an
287 Electronic Funds Transfer, EFT. Invoices are to be submitted only after services are
288 rendered.
289
290 B. In the event LIFT discovers, through its contract monitoring process or formal audit
291 process, that material was priced incorrectly, Vendor(s) agree to promptly refund all
292 overpayments and to pay all reasonable audit expenses incurred as a result of the non-
293 compliance.
294
295 C. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as
296 LIFT is exempt from payment of such taxes.
297
298
299 D. LIFT must be contacted prior to any change of scope in work to be performed after the
300 original contract has been signed when such changes are expected to result in an
301 increase of cost in excess of quoted fees prior to commencement of the work. An agreed
302 change of scope in the work to be performed shall be documented as a written change
303 order, be accepted by all parties, and made a part of the original contract by addendum.
304
305 E. The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at
306 which time LIFT shall have the option to renew the contract for subsequent one year
307 periods, provided, however, that the Vendor will maintain the same prices or discounts
308 that were awarded during the initial contract. Continuation of the contract beyond the
309 initial period is a LIFT prerogative and not a right of the Vendor. This prerogative will be
310 exercised only when such continuation is clearly in the best interest of LIFT.
311
312 F. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made
313 without previous understanding, agreement, or connection either with any persons, firms
314 or corporations making an Offer for the same items, or with LIFT. The Vendor also
315 certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or
316 otherwise illegal action. To insure integrity of LIFT's public procurement process, all
317 Vendors are hereby placed on notice that any and all Vendors who falsify the
318 certifications required in conjunction with this section may be prosecuted to the fullest
319 extent of the law.
320

- 321 **3. PREPARATION:** The Offer must be typed or legibly printed in ink. Offers must contain a
322 manual signature of an authorized agent of the Vendor in the space provided on the
323 Solicitation cover page. **Failure to sign and return the original cover by an authorized**
324 **agent page of the Solicitation may deem the offer non-responsive.** LIFT will not be liable

325 in any way for the costs incurred by the vendors in the preparation of the proposals or costs
326 associated with oral presentations, as required.

327
328 **4. SUBMISSION:** An **ORIGINAL, SIX (6) copies** (and the **electronic proposal downloaded on**
329 **a flash drive**) must be received by Wendy Heffner, Littleton City Clerk, before the deadline
330 as specified in this solicitation. The Offer should be sealed in an envelope with the vendor's
331 name and address clearly marked on the envelope addressed as indicated on the
332 Submission Page. Failure to submit the required number of copies may deem the vendor
333 non-responsive.

334
335 **5. MODIFICATIONS TO OFFERS:** Offers may only be modified in the form of a written notice on
336 company letterhead and must be received prior to the time and date set for the Offers to be
337 opened. If more than one modification is submitted, the modification bearing the latest date
338 of receipt by LIFT's Finance Department will be considered the valid modification. No
339 changes in the Offer may be allowed after the date and time that the Offers are due.

340
341 **6. WITHDRAWAL OF OFFERS:** Offers may be withdrawn prior to the time and date set for the
342 opening. Such requests should be made in writing on company letterhead. Any proposal
343 may be withdrawn up until the date and time provided below for examining the proposals.
344 Any proposal not withdrawn by that deadline shall constitute an irrevocable offer to sell to
345 LIFT the services described in the attached specifications, either for a period of one hundred
346 and twenty (120) days, or until one of the proposals has been approved by LIFT
347 administration, whichever occurs first.

348
349 **7. REJECTION OF OFFERS:** LIFT may, at its sole and absolute discretion, reject Offers or
350 deem a Vendor non-responsive based on the following:

- 351
352 A. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors if not in
353 the best interests of LIFT;
354 B. Waive any irregularities in the Offers received in conjunction with this Solicitation;
355 C. The Vendor misstates or conceals any material fact in its Offer;
356 D. The Offer expressly requires or implies a conditional award or submit alternate terms and
357 conditions which conflict with LIFT 's terms and conditions;
358 E. The Offer does not include documents which are required for submission with the Offer;
359 and/or
360 F. A conflict of interest is determined.

361
362 **8. LATE OFFERS:** Offers received after the date and time set for the opening shall be
363 considered non-responsive and retained by LIFT as required by law.

364
365 **9. DEVIATION FROM THE SCOPE OF SERVICES/SPECIFICATIONS:** Any proposed deviation
366 from the Scope of Work **MUST** be noted in detail, and submitted in writing with the Proposal.
367 Complete specifications shall be attached for any substitutions proposed, or when
368 amplifications are desirable or necessary. Failure to submit documentation with changes, if
369 applicable, may be grounds for rejection and does not excuse proposing firm from being
370 strictly accountable to the Scope of Work as written. If specifications or descriptive papers are
371 submitted with Proposals, the proposing firm's name shall be clearly shown on each
372 document.

373
374 **10. COLORADO OPEN RECORDS ACT:** Any information submitted with the Proposal shall
375 become public information, subject to release, under the Colorado Open Records Act. LIFT
376 shall be held harmless from any claims arising from the release of information within the
377 Proposal. It is the responsibility of the proposing firm to ensure that no confidential or
378 proprietary information is included in the Proposal that the proposing firm would not wish to
379 be released.
380

- 381 **11. AWARD OF SOLICITATION:** LIFT may award the solicitation to the successful Vendor
382 through the issuance of a Notice of Intent to Award via phone or email contact of winning
383 bidder. Only the names of the vendors will be read aloud at the opening of proposals.
384
- 385 **12. EVALUATION CRITERIA:** For this Solicitation, the evaluation committee will score
386 responses based on the following criteria. Statements of Qualifications will be examined
387 closely by the following evaluation criteria to determine that they meet the standards
388 necessary for this assignment, as determined by LIFT. LIFT will be the sole judge as to
389 which individual and/or firm (if any) is selected to provide the services. It is LIFT's intent to
390 consider the individual and/or firm deemed to be the most highly qualified to provide the
391 services required. Selection will be based upon the review of the Statements of
392 Qualifications according to the Evaluation Criteria. LIFT may select at least three or more
393 individuals and/or firms for short list interviews based upon the number of proposals received
394 regarding this assignment.
395
- 396 A. Overall qualifications, experience, and performance of the firm and/or the assigned
397 individual(s).
398 B. References from other cities and examples of similar work.
399
- 400 **13. SELECTION:** The best-qualified respondent shall be based upon LIFT's ability to differentiate
401 qualifications applicable to the scope and nature of the services to be performed. The
402 determination shall be based only on the selection criteria contained within this RFP. LIFT
403 reserves the right to reject any and/or all responses to this request.
404
- 405 **14. ORAL PRESENTATIONS:** The proposing firm's fee structure is to be based only on the
406 goods and services to be provided. If it is in the best interest of LIFT, the Evaluation
407 Committee may invite a limited number of Vendors to provide an oral presentation after the
408 written Responses have been scored. LIFT reserves the right to conduct negotiations with
409 Vendors and to accept revisions of proposals before award. During this negotiation period,
410 LIFT will not disclose any information derived from proposals submitted, or from discussions
411 with other Vendors. Once an award is made, the solicitation file and the proposals contained
412 therein are in the public record.
413
- 414 **15. APPEAL OF AWARD:** Solicitations are awarded based on several conditions, price being
415 just one of the elements. Vendors may appeal the Notice of Intent to Award decision by
416 submitting, **in writing**, to LIFT's Chairman, a request for reconsideration within 72 hours after
417 the Notice of Intent to Award is disclosed via the LIFT website, provided that the appeal is
418 sought by the Vendor prior to LIFT finalizing a contract with the selected Vendor. Vendors
419 who were deemed non-responsive are ineligible to participate in the appeal of award process.
420 ANY VENDOR DEEMED NON-RESPONSIVE WILL NOT HAVE THE RIGHT TO APPEAL
421 AWARD DECISION(S).
422
- 423 **16. NON-APPROPRIATION:** Pursuant to C.R.S. § 29-1-110, as amended, the financial
424 obligations of LIFT as set forth herein after the current fiscal year are contingent upon funds
425 for the purpose being appropriated, budgeted and otherwise available. This Agreement is
426 automatically terminated on January 1st of the first fiscal year for which funds are not
427 appropriated. LIFT shall give the Contractor written notice of such non-appropriation.
428

429
430 **REQUEST FOR PROPOSAL**
431

432 **17. SPECIAL TERMS AND CONDITIONS**
433

- 434 A. **QUALIFICATIONS AND COMPETENCY OF VENDORS:** LIFT reserves the right, before
435 awarding the contract, to require a Vendor to submit such evidence of its financial,
436 technical or other qualifications and ability to perform work as necessary, and may
437 consider any evidence available to it in making the award in the best interests of LIFT.
438 Such information includes but not limited to: current/maximum bonding capabilities,
439 current licensing information, audited financial statements, history of the firm on
440 assessments of liquidated damages, contracts cancelled prior to completion and/or
441 lawsuits and/or pending lawsuits against the firm and/or its principals. The Vendor shall
442 furnish all information and data for this purpose as LIFT requests. LIFT reserves the right
443 to reject any bid if the evidence submitted by, or investigation of, such Vendor fails to
444 satisfy LIFT that such Vendor is properly qualified to carry out the obligations of the
445 contract and to complete the work contemplated therein.
446
- 447 B. **OPERATIONAL FACILITIES REQUIRED:** Pre-award inspection of the Vendor's facility
448 may be made prior to award of contract. The Vendors must be able to produce evidence
449 that they have an established satisfactory record of performance for a reasonable period
450 of time and have sufficient financial support, equipment and organization to ensure that
451 they can satisfactorily execute the services if awarded a contract. The term 'equipment
452 and organization' as used means a fully equipped and well established company in line
453 with the best business practices in the industry and as determined by the proper
454 authorities of LIFT.
455
- 456 C. **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the
457 Vendor shall be required to identify any and all sub-contractors that will be used in the
458 performance of the contract resulting from this Solicitation. The Vendor shall also identify
459 the capabilities, experience and portion of the work to be performed by the sub-
460 contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility
461 and business standing shall be considered by LIFT when making the award in the best
462 interest of LIFT.
463
- 464 D. All businesses to be registered and in good standing with the Colorado Secretary of State
465 prior to contract being signed.
466
- 467 E. All vendors must provide the email address, name and title for the person authorized to
468 execute all contract documents and the successful vendor/bidder/applicant must agree
469 and be able to execute contract documents electronically, if LIFT so requests.
470
471
472

REQUEST FOR PROPOSAL

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 with significant experience in urban renewal listed and explained.
- 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:

527 A limited time allotted for work to be complete will require a significant dedication of
528 resources to keep this project on track. We anticipate awarding a contract by September
529 1, 2018 and work to begin with the LIFT Board as necessary.
530

531
532 **19. CONTENT OF PROPOSAL:**

533 Proposals should be prepared simply and economically providing a straightforward, concise
534 description of the vendor's ability to perform the requirements of this RFP to include the
535 following content,
536

537
538 Statement of Qualifications. The Statement of Qualifications shall provide the following
539 information in order to be considered responsive.
540

- 541 A. Introduction Letter and *signed* Cover Sheet
542
543 B. Letter of Interest. Submit a letter of interest signed by the individual or the authorized
544 representative of the firm named therein. This letter of interest should briefly
545 summarize relevant qualifications and experience. Please include a proposal as to
546 how you or your firm would accomplish the work as well as the cost for the service.
547 The signature on this letter shall be interpreted to signify the officer's intent to comply
548 with all the terms, conditions and specifications as set forth in this solicitation, unless
549 otherwise specifically noted.
550
551 C. Prior experience. Identify specifically what experience is represented.
552 a. Provide a list of at least three client references for the type of services being
553 requested. This requirement may be satisfied by the submission of a resume
554 with references.
555 b. For major projects, provide a brief project description including synopsis,
556 scope and complexity.
557
558 D. Key Personnel. Please identify the key individual(s) who will be assigned to provide
559 said services. Provide an organization chart of the firm. Give a brief resume of each
560 key staff member and identify what responsibility each person will have.
561
562 E. Any additional information relevant to this Solicitation or needed by LIFT.
563
564 F. Qualifications of Sub-Contractors, as required. See "Sub-Contractors of Work Shall
565 Be Identified" in the Special Terms and Conditions for more information.
566
567 G. All vendors must provide the email address, name and title for the person authorized
568 to execute all contract documents and the successful vendor/bidder/applicant must
569 agree and be able to execute contract documents electronically, if LIFT so requests.
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571
572 **20. RESPONSE FORMAT:**

573 Failure to respond in the required format may deem your submittal non-responsive.
574

- 575 A. Label cover of Original submittal.
576 B. Table of Contents – Include a clear identification of the material by section and by page
577 number i.e. Mandatory Requirements section, etc.
578 C. Submit proposal in a tab format with sections listed in order specified in "Content of
579 Proposal".
580 D. **Page limit: 20 pages.**
581

582 **21. FAILURE TO PROVIDE ANY REQUESTED INFORMATION:** Failure to provide any
583 requested information may result in the rejection of your offer.
584
585 **22. IMPLIED REQUIREMENTS:** N/A
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DRAFT

**REQUEST FOR PROPOSAL
PRICING**

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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.

DRAFT

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**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: _____