



DATE: February 2, 2019

Proposal Deadline: 12:00 PM, February 15, 2019

REQUEST FOR PROPOSALS

Economic Development Services

The Town of Superior, Colorado is seeking proposals from firms interested, experienced and knowledgeable in providing economic development services under a Professional Services Agreement.

Introduction:

The Town of Superior is located in eastern Boulder County adjacent to U.S. Hwy 36 about 6 miles east of the City of Boulder. The community has a population of approximately 13,500 residents. After spending much of the 1990s as the fastest growing municipality in Colorado with the construction of the Rock Creek Ranch subdivision's approximately 2700 single-family homes and 1800 multi-family homes, and developing 600,000 SF of regional retail in the Superior Marketplace, Superior is now developing the primary remaining area – Downtown Superior. Downtown Superior, approved as a Planned Development in 2012, is a 156-acre, mixed-use and pedestrian-oriented town center with up to 1,400 dwelling units, 444,600 square feet of commercial/retail floor area, 373,000 square feet of office space, and 500 hotel rooms.

With over 600 acres of park and open space and 30 miles of trails that connect neighborhood parks and the regional trail network, Superior provides a small-town environment with a rich history and ideal proximity to regional amenities. Superior offers convenient access to major retail, restaurants, specialty shops and services. Future development opportunities in the Town include office, hotel, retail and residential opportunities.

Economic development for the Town is coordinated through the Town Manager's office. The Board of Trustees has authorized the Town Manager to engage professional consultant services to implement a comprehensive economic development program that includes promotion and outreach activities and the preparation of incentive package proposals.

The Town has identified goals for this process as follows:

- Attract new businesses and retailers;
- Retain and enhance relationships with existing businesses;
- Broaden and diversify tax revenues;
- Increase employment;

- Attract consumers that are driving elsewhere for shopping or services; and
- Satisfy Superior resident desires to shop and dine within their own community.

The Town intends to select the consultant and execute an agreement on February 25, 2019, and to begin work as soon as possible following selection. A general Scope of Work is attached. The Scope of Work will be finalized with the consultant and then submitted with the agreement for consideration by the Board of Trustees.

Submittal: The submittal should include the following:

1. A cover letter of introduction.
2. A statement of qualifications (maximum 2 pages) and relevant economic development experience of the individual consultant or firm. Samples of previous work products may also be submitted.
3. A brief outline (maximum 4 pages) of your approach to accomplishing the following, including the key individual (s) who will be performing the work.
 - a. Retention and recruitment strategies
 - b. Image development
 - c. Development financing and incentive policy recommendations
 - d. Marketing and outreach activities
 - e. Performance measurements
4. A proposed fee structure that lists general services available for a set monthly fee, as well as additional services that may be added to this general level and the cost for each.

Interested firms are invited to submit an electronic copy of your RFP by 12:00 PM, February 15, 2019. The Town will accept emailed, mailed, or hand-delivered proposal documents to:

Email to: martint@superiorcolorado.gov

Town of Superior
 Attn: Economic Development Services RFP
 124 E. Coal Creek Drive
 Superior, Colorado 80027

Questions:

Questions or requests for additional information should be forwarded to Martin Toth, Assistant Town Manager, at 303-499-3675 or martint@superiorcolorado.gov. This RFP and any announcements or addendums to this document will be posted on the Town website, www.superiorcolorado.gov.

Amendments to this Request for Proposal:

The Town of Superior reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the Town website as soon as available and shall be the responsibility of the offeror to obtain all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Availability of Funds for Next Calendar Year:

Funds are currently not available for the award beyond this current calendar year. Therefore, the Town is not obligated under this bid beyond this current calendar year.

Signatures:

The proposal documents do not require authorized signature for submittal. Signatures will be required of the selected consultant as part of the procurement process.

Selection Process:

The statement of interest, qualifications, and performance information will be used to select a qualified firm to perform the services described in the Scope of Work. The proposals will be screened, the most qualified candidates will be selected and interviewed either in-person or by telephone conference call and reference checks will be conducted. The Town reserves the right to reject any and all proposals. The successful consultant will execute a Professional Services Agreement with the Town.

Scope of Work

Introduction:

The Board of Trustees has authorized retaining a consultant with the special expertise, qualifications, and background necessary to provide economic development support services for the Town of Superior. The consultant will work with the Board and staff to implement economic development goals and objectives established by the Board.

Tasks:

1. Identify and provide recruitment and retention services, including but not limited to: inventory and assessment of existing programs, active recruitment of retail, office, and hotel uses, coordinate and meet with prospects considering locating a business in Superior, meeting with businesses in Superior to improve communication between the Town and business community and help retain and where possible expand businesses in Town, meeting with agencies and groups involved in economic development efforts (Town Board, Chamber of Commerce, staff and related regional organizations).
2. Canvass residential and business community regarding their opinion of economic development needs in the Superior. Assess the US36 Corridor to identify any economic conditions that are not currently being met.
3. Coordinate with staff to receive briefings on all available land and building assets within the Town.
4. Assist with facilitating economic development projects through the development process as directed.
5. Prepare recommendations for the Town Board to consider regarding specific financing tools used to promote development—including incentives, tax-increment financing and other tools currently used by jurisdictions throughout the region.
6. Develop a general Town-wide policy for the Town Board to consider using development financing tools and incentives, and prepare site-specific proposals as opportunities arise for review by the Board and staff.

7. Provide a written monthly update outlining activities accomplished and a quarterly (or more often as determined by the Town Manager and Board) in-person briefing during a Board meeting; monthly report should include statistical analysis of percentage of vacancies in the Superior commercial centers compared to other municipalities and other statistical comparisons.
8. Provide a recommended work plan for the Board to consider that outlines tasks to be completed between the date of the execution of the agreement and December 31, 2019.
9. Provide an end of year summary outlining successes of the program and those areas requiring improvement in the future, and review this document during a Board meeting.
10. Assist with preparation for the annual ICSC RECon conference, and attend as representative of Superior.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs

and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Clint Folsom, Mayor

ATTEST:

Phyllis L. Hardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public