



Request for Proposal (RFP)
for
SENIOR PROGRAM SERVICES
Project No: PROS-2024-01
Date: January 4, 2024
Submittal Deadline: February 1, 2024 at 10:00 AM

Introduction

The Town of Superior, Colorado (Town) is seeking Proposals from qualified individuals (Contractor) interested in providing senior focused activities and services at various Town owned facilities. This RFP is designed to gather information concerning the ability of contractors to meet the needs of the Town of Superior.

The Town is interested in retaining the services of a contractor who can provide instruction and/or qualified instructor(s) and all needed materials for senior focused activities (ages 60+) at the Superior Community Center and other Town owned facilities (parks, pavilions, athletic fields, etc.). Contractor shall also explore partnership opportunities with neighboring municipalities and conduct outreach with various stakeholders in the community.

Interested firms are invited to submit (1) electronic copy of the Proposal by **10:00 AM on February 1, 2024** to:

Bryan Meyer, Recreation Manager
bryanm@superiorcolorado.gov

Questions or requests for additional information should be sent in writing by **10:00 a.m. on January 18, 2024** to Bryan Meyer, Recreation Manager, bryanm@superiorcolorado.gov

Amendments to the RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be uploaded to the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and posted on the Town website (www.superiorcolorado.gov) as soon as available. It shall be the responsibility of the Consultant to include any modifications to the project from 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.

Background

The Town of Superior is located in eastern Boulder County adjacent to U.S. Hwy 36 and about 6 miles east of the City of Boulder. The community has a population of approximately 13,000 residents. The Town provides a wide array of municipal services. With over 1,000 acres of park and open space and 40 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.

Project Description

The Town is seeking a program contractor to provide senior focused programs, events and services for a 15,000 square foot Community Center and other Town owned facilities, primarily parks, pavilions, and athletic fields. A new ~8,000 square foot civic space is also under construction in Downtown Superior with completion expected in early 2024.

There is a group of citizens and elected leaders that have recently started the visioning process for senior programs and services and they are compiling results from a community survey about senior activities. If need be the hired contractor must be willing to adjust his or her proposed programs based on the results of the survey. 9% of Superior's population is currently 65 years of age and older, which equates to around 1,200 individuals. Through this contract the Town hopes to achieve a minimum of 50% engagement in programs, events, and services from these individuals.

The Town expects the Contractor to understand and accept that this shall be a Town based, recreationally designed program and adhere to recreation standards and the Code of Conduct, included herein as Attachment II. As with any Town program, the Contractor shall need to establish community relationships with participants, guests, and potential Contractors and create an atmosphere that encourages impartiality for all participants. The Contractor must maintain professionalism when communicating with Town contract liaisons on any issues and communicate appropriately with all participants or potential participants. It is essential that the Contractor creates and fosters an advantageous partnership with all Town Recreation staff.

Scope of Work

The contractor must be able to provide the following services including, but not limited to:

1. Coordination and management of Senior aged (60+) programs, events, services and provide Town with proposed guidelines towards operation of these activities. Programs are to be provided during the Winter/Spring (January – April), Summer (May – August), and Fall/Winter (September – December) months. Click on the following links to view programming and events in Superior's 2023 and 2024 Rec Guides:

[2023 Town of Superior Winter-Spring Rec Guide](#)

[2023 Town of Superior Summer Rec Guide](#)

[2023 Town of Superior Fall-Winter Rec Guide](#)

[2024 Town of Superior Winter-Spring Rec Guide](#)

2. Contractor shall submit all programming content adhering to the Town's recreational guide content deadlines.
3. Meet with Town liaison(s) that oversees the contract to set-up all programs, events, services, and collaborate on all Recreation Guide and additional marketing needs through Town communication channels. Additionally, brief Town liaison(s) on any and all activity set-ups at least two days prior to activity.
4. Provide programs that are requested and are identified as a community need.
5. Work with the Town to provide safe and sufficient equipment needed for all programs.
6. Comply with all applicable rules, regulations, laws and the directives or instructions issued by the Town.
7. Work with the Town to provide safe and adequate supplies to be used in the programs by class participants.
8. Contractor shall pay all Contractor staff. Any associated program or event expenses including supplies, equipment or outside vendors would need to be approved and facilitated by Town staff.
9. Report maintenance concerns to the Town within 48 hours.
10. Report participant/guest issues or conflicts within 48 hours.
11. Report all injuries immediately to the Parks, Recreation and Open Space Department.
12. Provide exemplary customer service to the Senior community/participants.
13. Create a cooperative relationship with the Town and participants.
14. Pricing of programs, events, services shall be set at no charge to Town of Superior residents. In cases where a cost may be necessary, Contractor shall communicate with Town contract liaison(s) and provide justification behind costs associated with those specific activities.
15. The Contractor acknowledges and agrees that certain services provided by the Contractor shall require that employees, agents, and volunteers of the Contractor act in positions of trust which may entail the handling of and accounting for funds of the Town and Town property, or direct contact with youth and other members of the general public. Accordingly, the Contractor agrees that all employees, volunteers, and other representatives or agents of the Contractor in positions of trust, as defined above, shall be background screened and complete a mandatory training addressing sexual abuse awareness and prevention. All costs associated with said screenings/trainings to be fully paid by the Contractor.

RFP Submittal

The Town invites qualified Contractors to submit Proposals for Senior Program Services for various Town owned facilities. Brevity and conciseness of the submittal is welcome. Page count maximum shall be fifteen pages. The submittal should include the following:

A. Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm. Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

B. Contractor Information

1. Describe the Contractor's business and background
2. Number of years in the business under the same business name
3. An overview of services offered and qualifications
4. Location(s) of offices. If multiple, please identify which shall be the primary for our account.
5. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s). Complete Section V, Contractor Statement.

C. Scope of Proposal

1. Provide a detailed narrative of the services proposed if awarded the contract per the scope above. The narrative should include any options that may be beneficial for the Town to consider.
2. Describe your customer service philosophy and how you measure, deliver and guarantee professional and courteous service to partners, clients and participants. Include how you achieve seamless communication through multiple channels effectively.
3. Identify what portion of work, if any, may be subcontracted.

D. Firm Capability

Provide relevant information regarding previous experience related to this or similar Projects, to include the following:

1. References (current contact name, current telephone number and email address) from at least three similar projects with similar requirements that have been completed within the past five (5) years and that have involved the staff proposed to work on this project. Provide a description of the work performed. The Contractor authorizes the Town to verify any and all information contained in the Contractor's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

E. Assigned Personnel & Availability

1. List of Personnel: This list should include the identification of the contact person with primary responsibility for this Agreement, the personnel proposed for this Agreement, and any supervisory personnel, including partners and/or sub consultants, and their individual areas of responsibility.
2. Describe your strategy in light of the availability of personnel to ensure schedules are met in light of any other commitments your firm may have. Are other qualified personnel available to assist in meeting the schedule if required?

F. Cost and Work Hours

In your response to this proposal, please propose:

1. Compensation structure for Contractor and/or Contractor staff, either hourly or lump sum.

G. Additional Information

Provide any information that distinguishes Contractor from its competition and any additional information applicable to this RFP that might be valuable in assessing Contractor's proposal. Explain any concerns Contractor may have in maintaining objectivity in recommending the best solution. All potential conflicts of interest must be disclosed.

Selection Process

The RFP submittal will be used to identify qualified Contractors capable of performing this work and the Town intends to invite up to three (3) Contractors for interviews.

All contractors are encouraged to visit the Superior Community Center during open hours of operation and other Town owned facilities if need be (parks, pavilions, athletic fields, etc.)

The Town reserves the right to reject any and all proposals. The successful Contractor will need to execute a Professional Services Contract with the Town.

Signatures

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

Attachments:

- I. Proposed Project Schedule
- II. Code of Conduct
- III. Sample Agreement for Services

I. Proposed Project Schedule

January 4, 2024	Post RFP
January 18, 2024	Questions/Request for Additional Information due 10:00AM
February 1, 2024	Proposals due 10:00 AM
February 7-8, 2024	Potential Interviews
February 13, 2024	Contractor Selected
March 1, 2024	Services Agreement Approval
Spring 2024	Contractor Begins Work

II. Code of Conduct

Good sportsmanship is vital to maintaining the appropriate recreational atmosphere of the Town of Superior. All participants, contractors and spectators are expected to conduct themselves in a

civil and sporting manner at all times- before, during and after programs. Behavior that promotes intolerance or prejudice, degrades any racial, ethnic, gender or religious group, infers an explicit sexual reference or promotes destructive behavior is considered disrespectful to the Town of Superior and its citizens, and shall be addressed and handled accordingly.

The Town of Superior has a zero tolerance rule for foul language and taunting. Any participant using any type of foul language or taunting (including any inappropriate gestures) shall be removed from the facility. Ejections and suspensions are at the discretion of the supervisors and Recreation staff.

No participant before, during or after programs or events shall:

1. Physically attack any other participant or any Town staff person. This includes but is not limited to striking, shoving, kicking or otherwise touching or subjecting another person to physical contact in a threatening or alarming manner.
2. Refuse to abide by a staff members decision and/or contest such decision in an unsportsmanlike manner.
3. Use obscene language or gestures, harassing, insulting, taunting, or challenging language, racial, ethnic or sexual slurs, or unsportsmanlike demonstrations of dissent concerning an official's or staff member decision.
4. Violate the Town of Superior smoking, open container ordinance, other state or local alcohol or drug laws while at the programming venue; nor shall a participant enter the venue while under the influence of drugs or alcohol.
5. Display other unsportsmanlike conduct while at a Town facility.

III. Town Services Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and _____, an independent contractor with a principal place of business at _____, _____ CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. 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 licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

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; provided that Contractor shall have no liability for any work that has been modified by the Town.

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.

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

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.

IX. 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 other terms or obligations 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 U.S. 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, and 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

Matthew G. Magley, Town Manager

ATTEST:

Lydia Yecke, Town Clerk

CONTRACTOR

By: _____
Contractor

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

[SAMPLE] SCOPE OF SERVICES

1. Program. Contractor shall provide oversight and instruction for all Senior focused activities, events and services, including all of the following:
**** Much of the language in this scope is “sample” language. The following example programs are meant to be suggestions, not mandated**
 - a. “Drop-in” enrichment programs
 - b. Special events
 - c. Classes, workshops and seminars
 - d. Fitness programs
 - e. Health and wellness programs
 - f. Support groups and resources
 - g. Trips

2. Facility Use and Equipment. All Senior focused activities, events and services shall be held at the Superior Community Center, 1500 Coalton Road, or other Town owned facilities (parks, pavilions, athletic fields, etc.). The Town shall provide Contractor with access to on-site equipment, and if applicable shall issue Contractor a combination code or key for entry into any facilities.

3. Registration. The Town's Department of Parks, Recreation and Open Space shall register participants for all Senior focused activities, events and services and if applicable shall collect all fees at the Superior Community Center and www.superiorrec.com. The minimum and maximum number of participants for all Senior focused activities, events and services shall be established by the Town, with input from Contractor, subject to all applicable public health orders.

4. Fee Schedule. Pricing of programs, events, services shall be set at no charge to Town of Superior residents. In cases where a cost may be necessary, Contractor shall communicate with Town contract liaison(s) and provide justification behind costs associated with those specific activities.

5. Compensation. Contractor shall receive either hourly fee or lump sum payment by the Town for instruction provided for all Senior focused activities, events and services. Other compensation options may be explored and considered by both Parties if need be.

6. Payment. Contractor shall submit an invoice monthly to the Parks, Recreation and Open Space Department. The Town shall remit payment to Contractor within 30 days of receipt of the invoice. If applicable Contractor shall be responsible for adjusting invoices due to class cancellations and participant refunds.

7. Additional Activities. The Parties may agree that Contractor shall provide additional Senior focused activities, events and services provided that the dates and times are agreed to by both Parties.

8. Concussion Act Compliance. Contractor shall at all times comply with the Jake Snakenberg Youth Concussion Act, C.R.S. § 25-43-101, *et seq.* (the "Concussion Act").

9. Training. Contractor shall conduct pre-employment background checks of all employees and shall require that all employees complete a mandatory training addressing sexual abuse awareness and prevention.