



REQUEST FOR PROPOSAL (RFP)

THE CITY OF LANSING

RFP #2018-004

Retail Development Services

**ISSUE DATE:
December 3, 2018**

CLOSING LOCATION:

**LANSING MUNICIPAL ANNEX
ATTN: Matthew R. Schmitz
730 FIRST TERRACE
SUITE 2
LANSING, KS 66043
(913) 727-5488**

**SUBMISSION DEADLINE DATE AND TIME:
January 30, 2019 at 9:00am**

An electronic copy of the proposal shall be e-mailed to mschmitz@lansing.ks.us or, if the file is too large to e-mail, it may be submitted using Dropbox™ or a similar product, so long as notification is sent to the same e-mail address.

E-Mails requesting the procedure to access the RFP must be received by 9:00 a.m. on January 23, 2019. (Show RFP # on the e-mail.)

SECTION I

INTRODUCTION AND BACKGROUND PURPOSE OF THE REQUEST FOR PROPOSAL

The City of Lansing, hereinafter referred to as “City,” is a municipal corporation located in Leavenworth County, Kansas. The City provides vital services to City residents and requires capable and competent Retail Development Services.

The City will evaluate and select a Retail Development Services vendor in support of its Economic Development needs. The selected Vendor shall be required to sign an agreement which shall set forth the terms of the services to be provided.

Minimum Qualifications:

To be eligible to respond to this RFP, the Vendor must demonstrate that it has the required qualifications, resources and experience to provide the services under this solicitation. Any submittals failing to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” at the sole discretion of the City. Those qualifications are as follows:

- The Vendor shall have a minimum of 3 years of experience in retail recruitment.
- The Vendor must demonstrate active participation in International Council of Shopping Centers.
- The Vendor must use mobile data as part of its business model.
- The Vendor must demonstrate experience in data collection, reporting and identifying opportunities for the expansion and attraction of new retail sales operations in the City.
- The Vendor must demonstrate experience beyond mere data collection and into relationship and connections with retail operators.
- The Vendor must provide at least 3 references of clients to which similar services have been provided in the last 2 years.
- The Vendor must have at least 8 members of staff with a valid and current Real Estate License.

The City is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow qualified service providers to understand the scope and parameters of the services to be provided to facilitate in its efforts to develop a proposal in the format desired by the City.

SECTION II

GUIDELINES FOR PROPOSAL PREPARATION

Award of the contract resulting from this RFP will be based upon the Vendor whose proposal will be the most advantageous to the City in terms of cost, functionality, and other factors as specified in this RFP.

The City reserves the right to:

- Reject any or all proposals and discontinue this RFP process without obligation or liability to any potential Vendor.
- Accept other than the lowest proposed offer if, in City's sole discretion, certain factors exist which are more advantageous to the City.
- Award a contract on the basis of submittals received, without discussions or requests for best and final offers.

The Vendor's proposal shall be submitted in several parts as set forth below. The Vendor will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for the City's evaluation of the Vendor's proposal.

In order to address the needs of this procurement, The City encourages Vendors to work cooperatively in presenting integrated solutions, if necessary or desirable. Vendor team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery being provided under this RFP. The City will recognize the integrity and validity of Vendor team arrangements provided that:

- The arrangements are identified and relationships are fully disclosed, **and**
- A prime Vendor is designated that will be fully responsible for all contract performance.

A Vendor's proposal in response to this RFP will be incorporated into the final agreement between the City and the selected Vendor(s). Though not a requirement, the City, to facilitate its review, suggests that the following format be incorporated. The suggested format is as follows:

1. Executive Summary
2. Approach and Methodology
3. Project Deliverables
4. Project Management Approach
5. Detailed and Itemized Pricing
6. Appendix: References
7. Appendix: Project Team Staffing
8. Appendix: Company Overview

The detailed requirements for each of the above-mentioned sections are outlined herein.

SECTION III
INSTRUCTIONS

- 3.1 **Vendor Responsibility:** It is the sole responsibility of the Vendor to assure that it has received the entire RFP.
- 3.2 **RFP Modification; Notice:** Vendors will be notified in writing of any change in the specifications contained in this RFP.
- 3.3 **RFP Scope; Non-responsive or Unrequested Information:** No information not specifically contained, set forth or requested within this RFP shall be considered by the City in its review of any submittal. No employee of the City is authorized to interpret or provide information as to any requirements of this RFP or any amendments.
- 3.4 **Right of Rejection and Clarification:** The City reserves the right to reject any and all proposals and to request clarification of information submitted by any Vendor. The City shall not be obligated to enter into any contract on the basis of any proposal submitted in response to this RFP.
- 3.5 **Request for Additional Information:** Prior to the final selection, All Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications.
- 3.6 **Denial of Reimbursement:** The City will not reimburse Vendors for any and all costs whatsoever associated with the preparation and submittal of any proposal to this RFP.
- 3.7 **Gratuity Prohibition:** Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal.
- 3.8 **Right of Negotiation:** The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the contract.
- 3.9 **Right of Rejection of Lowest Fee Proposal:** The City is under no obligation to award the project to the Vendor offering the lowest fee proposal. Evaluation criteria included in the RFP shall be used in evaluating proposals.
- 3.10 **Exceptions to the RFP:** Vendors may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of those exceptions.

- 3.11 **Indemnification: Any selected** Vendor, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 3.12 **Certificate of Insurance: Any selected** Vendor will be required to provide proof of insurance, including professional liability and workers' compensation evidencing that the contractor has a workers' compensation insurance policy in force.
- 3.13 **Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by any Vendor shall become the property of the City upon receipt.
- 3.14 **Submission:** Submission of the RFP must be sent via e-mail to mschmitz@lansing.ks.us. In the event a submittal exceeds an email system's capability for transmission, a Vendor may submit its proposal using a file sharing service such as Dropbox™, however, for purposes of meeting the RFP submittal deadline, the City must receive on or before the RFP deadline an e-mail notification to mschmitz@lansing.ks.us from the file sharing service indicating that its submittal is ready to be downloaded.
- 3.15 **Contacts:** Vendors must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

Matthew R. Schmitz
Director, Community & Economic Development
913-727-5488
E-mail: mschmitz@lansing.ks.us

- 3.16 **Contract:** The contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

- 3.17 **Termination of Contract:** The City, in its sole discretion, may cancel the contract with any successful vendor(s) at any time for whatever reason, by providing 30-day written notice of such termination. Should the City exercise its right to cancel the contract, the cancellations shall become effective on the date as specified in the notice of cancellation sent to the contractor. Unless notice is for failure to perform and/or to provide the contracted services, the City will, within 30-days of receiving Vendor's final invoice for services performed up to the date of the notice of contract termination, review and pay for such invoice.
- 3.18 **Notice of Award:** Notice of award will be posted on the City's website at www.lansing.ks.us.
- 3.19 **Public Viewing:** The RFP is available for public viewing at Lansing Community and Economic Development Department, 730 First Terrace, Lansing, KS 66043, and on website at www.lansing.ks.us.
- 3.20 **Requests for RFP:** Requests for RFP will be issued by email or download from website at www.lansing.ks.us. A hard copy will be supplied upon request.

SECTION IV

DETAILED RESPONSE REQUIREMENTS

EXECUTIVE SUMMARY

This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement and should identify the main features and benefits of the proposed work.

SCOPE AND APPROACH

Include detailed information and technical expertise by phase. This section should include a description of each major type of work being requested of the Vendor. The proposal should reflect each of the requirements listed in the Scope of Work Section of this RFP.

DELIVERABLES

Include descriptions of the types of reports used to summarize and provide detailed information on security risk, vulnerabilities, and the necessary countermeasures and recommended corrective actions. Include sample reports as attachments to the proposal to provide an example of the types of reports that will be provided for this engagement.

PROJECT MANAGEMENT APPROACH

Include the method and approach used to manage the overall project and client correspondence. Briefly describe how the engagement proceeds from beginning to end.

DETAILED AND ITEMIZED PRICING

Include a fee breakdown by scope of work item and any projected expenses.

APPENDIX: REFERENCES

Provide three current corporate references for which you have performed similar work. Work for municipal corporations should be identified.

APPENDIX: PROJECT TEAM STAFFING

Include biographies and relevant experience of key staff and management personnel. Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. Describe bonding process and coverage levels of employees.

APPENDIX: COMPANY OVERVIEW

Provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- Person authorized to contractually bind the organization for any proposal against this RFP.
- Brief history, including year established and number of years your company has been offering retail services.

SECTION V

SCOPE OF WORK

The City is seeking Economic Development Assistance services to attract desired retail and restaurants to the community. The City will work closely with the Vendor to enhance business retention, identify Lansing's strengths and weakness and leverage those into a retailer's decision to locate inside the city. The Vendor will serve as an extension to the staff and the Vendor's sole focus will be one of turning Lansing's data and community story into an attractive home for new retail and restaurants.

- 1) Minimum Requirements -
 - a. The Vendor must stay in regular contact with the Director of Community and Economic Development or his/her representative for the duration of any contract resulting from this RFP.
 - b. The Vendor must be prepared to demonstrate the number and type of contacts made on behalf of the City on a quarterly basis.
 - c. The Vendor must visit the market at least once every quarter.

SECTION VI

EVALUATION FACTORS FOR AWARD

CRITERIA

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a Vendor or Vendors:

1. Completion of all required responses in the correct format - 10%.
2. The extent to which Vendor's proposed solution fulfills the City's stated requirements as set out in this RFP – 20%.
3. An assessment of the Vendor's ability to deliver the indicated service in accordance with the specifications set out in this RFP – 20%.
4. The Vendor's stability, experiences, and record of past performance in delivering such services – 20%.
5. Availability of sufficient high-quality Vendor personnel with the required skills and experience for the specific approach proposed – 20%.
6. Overall cost of Vendor's proposal – 10%.

The City may at any time, at its discretion and without explanation to the prospective Vendors, choose to discontinue this RFP without obligation to such prospective Vendors.

SECTION VII

NON-DISCRIMINATION STATEMENT

The Vendor certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of the Vendor to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with the Vendor, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, Vendor acknowledges and warrants that it has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with the Vendor;
- (4) That this acknowledgement of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the acknowledgement of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Vendor may hereafter obtain and;
- (6) That the failure of the Vendor to satisfactorily discharge any of its acknowledgement of non-discrimination as made and set forth herein shall constitute a material breach of contract; entitling the City to declare the contract in default. As a result, the City may, at its sole discretion, may exercise any and all applicable rights and remedies, including, but not limited to,,: cancellation of the contract, termination of the contract, suspension and disqualification from future contracting opportunities, and withholding and/or forfeiture of compensation/payment due on any contract.

Signature

Title

SECTION VIII

RETAIL DEVELOPMENT SERVICES PROPOSAL

I have read and understood the requirements set forth in this **RFP #2018.xxx** and agree to therewith.

SUBMITTED BY: _____

VENDOR: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP** _____

TELEPHONE: (____) _____
Area Code

FAX: (____) _____
Area Code