

CITY OF ROHNERT PARK

REQUEST FOR PROPOSALS

FOR

RETAIL ATTRACTION SERVICES



City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
(707) 588-2242

Distribution/Advertisement: September 6, 2016

Deadline for Submittal of Proposals: October 7, 2016 no later than 4:00 p.m.

Delivered to:
City of Rohnert Park
Attention: Don Schwartz, Assistant City Manager
130 Avram Avenue
Rohnert Park, California

General Invitation

1.1. Purpose of the Request for Proposals (RFP)

The City of Rohnert Park ("City") invites the submission of proposals from service providers interested in providing retail business attraction and marketing services.

If you have demonstrated experience and have an interest in making your services available to the City, you are invited to respond to the RFP.

The work contemplated is professional in nature. It is understood that the Consultant acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of California and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship with the City. It is also understood that all reports, information or data prepared or assembled by the Consultant under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without prior written approval from the City.

The Consultant shall be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP.

1.2 Internet Access to this RFP

All materials related to the RFP will be available on the City's web site at <http://www.rpcity.org>. In the event you do not have download capability, all materials may be obtained from the City of Rohnert Park, City Clerk's Office, located at 130 Avram Avenue, Rohnert Park, CA 94928.

1.3 Clarifications and/or Addenda

Clarifications and/or addenda will be posted to the City's website. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your proposal. Any harm to the Respondent from such failure shall not be valid grounds for a protest against award(s) made under this solicitation.

In the event you do not have download capability, all materials may be obtained from the City of Rohnert Park, City Clerk's Office, located at 130 Avram Avenue, Rohnert Park, CA 94928.

2. Definitions

"Agreement" or "Master Consulting Agreement" means the contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions as attached in Exhibit D of this RFP and entered into between the Consultant and City of Rohnert Park.

"Consultant" means the vendor selected pursuant to the City's RFP process and who is awarded a contract for the provision of retail attraction services and thereby eligible to respond to Task Orders and Task Order Requests for specific projects.

"Project" means any assigned work element authorized by the City via a Task Order, which shall have an identified scope of work, timeframe for completion, and authorized budget amount.

"Respondent" means the companies or individuals who submit their proposal in response to this RFP.

“Services” means performance of all tasks, activities and deliverables associated with individual Task Orders as performed by qualified personnel of the Consultant for each applicable scope category identified by Consultant and authorized by the City.

“Task Order” means the individual project defined by the City within the scope of the Master Consulting Agreement.

“Task Order Request” means the solicitation document issued by City for all work and analysis necessary to complete the scope of work for each proposed project.

3. Background

In 2014, the City of Rohnert Park established a new economic development strategy framework, focusing on business attraction, expansion/retention, and tourism. In preparing the City for substantial new housing development and population expansion, several efforts have been undertaken to assist in developing the retail opportunities needed to provide goods and services to the increasing demand.

The City completed a large priority development area (“PDA”), establishing a future downtown and commercial area called Central Rohnert Park in March. The PDA has created more land area for retail, including prime locations along the freeway traversing through the center of the City, as well as a substantial downtown area. The total area of the new PDA is 330 acres. Information about the PDA is available online at: <http://tinyurl.com/gmd4zcm>.

Additionally, this summer the City completed a branding effort, an overall marketing approach, and a new website to integrate the new branding with the City’s overall outreach efforts. Now the City is seeking to attract retail to grow the local economy and offerings for our residents. The City desires to establish a master agreement for a period up to 5 years, with projects authorized via a task order.

4. Approach to RFP and Award of Contract

This RFP is non-project specific. The selected vendor will be awarded a Task Order-driven Master Consulting Agreement, whereby an estimated maximum compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary. A Task Order will be issued for each project.

5. Task Order Requests

Task Order Requests will set forth the projects for which services are to be performed. Consultant shall respond by providing a scope of work for each project, time schedule, budget, and deliverables. The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant and that the level of services requested may vary by project.

6. Proposal Form

Interested firms must submit one (1) original unbound document containing original signatures, five (5) copies, and one (1) electronic PDF/Word (on DVD/CD/USB memory stick) version of their proposal, by 4 p.m., Friday, October 7, 2016 to be considered. Proposal content, completeness, and price/rates are most important. No information submitted by facsimile or electronic mail will be accepted unless otherwise requested by the City during the proposal review process. Proposals after the deadline may not be accepted.

Each proposal must include:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signatory.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the firm, local addresses, telephone number, name of contact person, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Company/Firm Information

Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e., corporation, partnership, LLC), statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices, and the number of employees currently in the company/firm.

E. Qualifications and References

1. Qualifying Experience – Firm: Describe the firm's qualifications specific to establishing and implementing a retail attraction plan and successes for other communities or projects.

2. Qualifying Experience – Professionals: Provide the name and title of the Managing Principal representative for the coordination and execution of work, other key professional(s), and any other professionals that will be assigned to this contract including resumes (not exceeding 3 pages) of education, experience and qualifications related to experience, contact information, and their area of responsibility in servicing the contract.

F. Overall Retail Attraction Strategy

Respondents shall describe their overall retail strategy, and will demonstrate in the proposed activities in Section 6(G) below how they accomplish the goals of the strategy.

G. Proposed Retail Attraction Activities

Respondents shall prepare a listing of retail attraction activities they recommend, based on budget levels, industry information, information about Rohnert Park provided in Exhibits A and B, and the overall retail attraction strategy described in Section 6(F) above. These activities shall be broken down into what planning and implementation is recommended in the first year by two potential budget levels, as well as a listing of potential recommended activities and their estimated costs for following years' task orders. The budget levels are identified below for the first year of service. Each year thereafter the budget amount will be identified for follow-on task orders. Furthermore, the basis for the recommendation as well as the projected amount for each activity shall be included in the response.

The categories of activities to be recommended are:

- a) Retail attraction activities if the first year budget maximum is \$20,000;

- b) Retail attraction activities if the first year budget maximum is \$35,000; and,
- c) All other recommended retail attraction activities

H. Business References

Provide a minimum of three (3) business references from clients that are governments or quasi-government in nature. Identify the client as either a 1) government entity or 2) corporate client. The Managing Principal or assigned professional(s) on the proposed team are not restricted to experience and performance with a specific firm.

I. Marketing Coordination Possibility

The City may have a marketing consultant on contract to support retail attraction. Examples include developing collateral materials targeted to retail, and developing content for the retail part of our website. Thus, Respondents are welcome to propose that they work with the marketing consultant to do this work, or to do it themselves. The proposal must indicate which option the Respondent selects, and incorporate such in their activities.

J. Conflict of Interest

Full disclosure of any potential conflicts of interest must be identified. The Respondent, its employees and agents, hereby acknowledge their understanding of the concern expressed about the potential existence of any conflict of interest and/or influence arising from these potential projects.

K. Insurance

Proposals must include a statement attesting to the firm's capacity to meet/comply with the minimum insurance requirements found in the back of Exhibit D.

L. Consistent Branding

All Respondents must state that they understand that all work shall be consistent with what the City has done in both look and feel with current branding.

7. Proposal Evaluation

The City will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section 6. Consultant selection will be based upon the proposals submitted and any other information, such as reference checks, available to the City. City staff may request additional clarifying information from any or all consultants that submit a proposal. Depending on the number and quality of responses, and after initial screening and evaluation of proposals submitted in response to this RFP, the City may select a short-list for additional evaluation and potential interview. Consultants may be requested to be available for an interview in Rohnert Park as part of the selection process, and should be available on the interview date in the schedule below. The lead member(s) of the consulting team will be expected to attend any interviews scheduled with the City. The panel may elect to recommend award to a particular Respondent with or without interviews. The City reserves the right not to convene oral interviews, and to make an award on the basis of initial proposals. References may be contacted at any point in the evaluation process. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below may be considered non-responsive and not be evaluated. A proposal that fails to include one or more items requested in Section 6 may be considered responsive if evaluation criterion is possible. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request

additional information or revisions to offers, and negotiate with any or all Respondents.

8. Consultant Selection Estimated Schedule

September 6, 2016	Release RFP
September 16, 2016	Questions on RFP due to the City via e-mail to Bryce Atkins at batkins@rpcity.org
September 21, 2016	City provides responses to questions
October 7, 2016	Proposals due by 4:00 p.m.
October 14, 2016	Interview Date, if needed
October 21, 2016	Evaluations completed
November 21, 2016	Contract negotiated
December 13, 2016	City Council considers contract
January 1, 2017	Project initiation

9. Evaluation Criteria

Responsive proposals will be evaluated by a panel selected by the City. Factors that may be considered in the review process include, but may not be limited to, the following:

- A) Meeting all of the requirements of this RFP; failure to meet the requirements of this RFP may be deemed unresponsive and the proposal may not be further evaluated;
- B) Background and experience of the project team members assigned to this project;
- C) Quality of the proposed approach to the project;
- D) Quality of work plan, including reasonable time frames for completing the work;
- E) Proposed cost. Proposals may include options, with the costs for each option identified separately;
- F) Agreement to use City's standard contract, and/or negotiate reasonable alternative language.

10. General Terms and Conditions

A. Limitations

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. City reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the Respondent whose proposal is most advantageous to the City based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from Respondent to contract with City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to City.

D. Contract Arrangements

A copy of the City's Master Services Agreement and contract provisions, including the City's insurance requirements, is incorporated into the RFP as Exhibit D. The selected Respondent will be required to maintain insurance coverage, during the term of the contract, at the levels described in Exhibit B of the Master Services Agreement. Respondent agrees to provide the required certificates of insurance and endorsements within five (5) days of City's notice that it is the successful Respondent.

The successful Respondent may be required to enter into an agreement with the City within 30 days of Notice of the City's Intent to Award. A sample agreement is attached to this RFP. If an Agreement on terms and conditions acceptable to the City cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City, the City reserves the right to retract any Notice of Intent to Award and proceed with awards to other Respondents.

Respondent(s) must identify all proposed modifications to an Agreement in a transmittal letter which identifies the specific sections of the Agreement proposed to be modified. Attached to the proposal must be the appropriate sample Agreement clearly defining Respondent's proposed modifications. Proposed modifications to an Agreement must be made in an in interlineated "Strikeout/Bold" or "Strikeout/Underline" format. An electronic copy of the Agreements may be requested from the Project Manager.

It is anticipated that the City and the selected firm will negotiate a retail attraction master services agreement for the project.

E. Alternatives

Alternatives may be submitted as separate proposals, or may be described as such and included in a singular proposal, and must be so noted on the cover sheet of the proposal.

F. Contact Person

Questions regarding this RFP may be directed to the Senior Analyst via e-mail only until September 16:

Bryce Atkins
Senior Analyst
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
E-mail: batkins@rpcity.org

G. Other General Terms and Conditions

1. The City reserves the right to reject any and all proposals and to award any or all sections of the work to one or multiple consultants.
2. The City will not be responsible for any costs incurred by respondents in the preparation and submittal of a response to this RFP. The City staff will make a recommendation to the City Council, who have the final decision on the contract award.
3. The City reserves the right to modify the scope of the work for this project at any time.
4. Documents, drawings and findings (regardless of format) that are associated with this project shall be the property of the City.

5. Proposals submitted shall be the property of the City.

11. Objections to Provision of RFP and Protests of Recommended Award

A Respondent may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Respondent on the grounds that City procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the City a written explanation of the basis for the protest:

- 1) No later than ten (10) working days prior to the date proposals are due, for objections to RFP provisions;

- 2) No later than five (5) working days after the date on which contract award is authorized by the City or the date notified that it was not selected, whichever is later, for objections to Respondent(s) selection. Protests of recommended award must clearly and specifically describe the basis for the protest in sufficient detail for the City to review and respond. The City will respond to the protest in writing. Award of a contract to a particular Contractor by City shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by City. The response to the protest will be the City's final decision.

12. Public Records

This RFP and any material submitted by a Respondent in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) unless exempt by law. Proposals will remain confidential until the City has authorized award of a contract.

13. Exhibits

- Exhibit A – Data for Retail Attraction (including Gap Analysis)
- Exhibit B – Concord Group Study on Rohnert Park Retail (See in particular the bottom bullet point on page 3 for discussion of Rohnert Park's population)
- Exhibit C – Rohnert Park Branding Style Guide
- Exhibit D – Master Consultant Services Agreement (with Insurance Requirements)