

## REQUEST FOR PROPOSALS

CITY OF WARRENSBURG  
102 SOUTH HOLDEN STREET  
WARRENSBURG, MISSOURI 64093

PROPOSAL CLOSING: December 9, 2019  
DATE OF PROPOSAL: November 6, 2019  
CONTACT PERSON: Harold Stewart, City Manager  
PHONE NUMBER: 660-747-9131  
PROPOSAL HEADING: Market Analysis and Retail Recruitment Services

By order of the City Manager of the City of Warrensburg, Missouri, sealed proposals will be received in the Office of the City Clerk, Municipal Building, 102 South Holden Street, Warrensburg, Missouri 64093, for MARKET ANALYSIS AND RETAIL RECRUITMENT SERVICES until 10:00 a.m., local time, December 9, 2019. Only sealed proposals marked "MARKET ANALYSIS AND RETAIL RECRUITMENT SERVICES" will be considered. No late, incomplete, email or fax submissions shall be accepted. Failure to follow these procedures may result in the disqualification of the consultant from the RFP process at the discretion of the City.

### BACKGROUND INFORMATION:

The Warrensburg Area Micropolitan, population 53,652, is located 45 minutes east of Kansas City, and is a rapidly developing community with tremendous growth potential. Warrensburg's international energy is the result of two main influences, Whiteman Air Force Base, which operates and maintains the U.S. Air Force's premier weapon systems and the University of Central Missouri that delivers a world-class education by providing a small-college learning environment coupled with large-university opportunities and cultural offerings. Located at the intersection of US Highway 50 and Missouri Route 13, Warrensburg has been a lucrative discovery for those who have taken a closer look at this location. Recently established franchises tell us that their Warrensburg locations consistently out perform similar franchises across the state. With continued population growth, the City wishes to attract additional retail and restaurant opportunities to the community.

### PROJECT DESCRIPTION:

The City desires a proactive approach in locating, attracting and supporting retail in Warrensburg. This includes engaging a consultant to provide an market and leakage analysis, identify sites and opportunities, and actively recruiting retail developers and retailers.

### SCOPE OF WORK:

Proposers are encouraged to submit a scope of work, tasks, and schedule that addresses the following items at a minimum. Additional tasks, approaches or deliverables are welcomed.

1. Retail Market analysis including demographics, spending patterns, credit card purchases, retail gap, peer cities, competitor cities, business and tenant mix, and trade area.

2. Existing retail site and building conditions, threat, and opportunities.
3. Identification of retail prospects to be pursued.
4. Recruitment strategies and plan.
5. Preparation of marketing materials.
6. Representation at industry conferences and trade shows (ICSC ReCON Las Vegas, ICSC Dealmaking Chicago, ICSC Red River States Conference, etc.).
7. Active recruitment on behalf of the City.
8. Initial contract term of 12 months, with four, fixed-price options to renew granted to the City.

**INSTRUCTIONS:**

Anyone submitting proposals shall be responsible for familiarizing themselves and complying with the following instructions.

1. Proposals will be accepted at the Office of the City Clerk until 10:00 a.m., local time, December 9, 2019. Proposals must be submitted in a sealed envelope clearly marked "MARKET ANALYSIS AND RETAIL RECRUITMENT SERVICES - DO NOT OPEN" to be considered.
2. Proposals submitted without proper identification, incomplete or late shall be rejected.
3. Proposals may be withdrawn at any time prior to 10:00 a.m., local time, December 9, 2019, by written request from a person authorized to represent the proposer.
4. Proposers shall not be permitted to use to their advantage any omission or error in the specifications, requirements or contract documents, and the City reserves the right to issue new instructions as if originally specified.
5. The right to reject any and/or all proposals, to accept or reject all or any part of a proposal, and to waive any technicalities in the bid proposal or accept the one that, in the sole judgment of the City, will be in the best interest and/or most advantageous to the City, is hereby expressly reserved by the City.
6. If the proposer is a resident of Warrensburg, or owns property within Warrensburg, the proposer must be current on all taxes and utility bills owed to the City.
7. In case of default by the proposer, the City shall procure comparable services and hold the proposer responsible for any excess cost occasioned thereby.
8. Failure to comply with any of the above instructions and general conditions of proposing may disqualify the proposer at the discretion of the City Manager.
9. Proposers shall submit one (1) original and five (5) copies of their proposal. Each proposal shall contain at a minimum the following:
  - A. Name and address of consultant or firm.
  - B. Key staff assigned to the project and their professional qualifications.
  - C. Description and understanding of the project objectives.

- D. Detailed scope of work defining and outlining the proposed services to be provided by the consultant.
  - E. Project schedule.
  - F. A detailed list of deliverables to be given to the City during or at the conclusion of the project.
  - G. Services or resources to be supplied by the City and any assumption made in regards to the City's capabilities.
  - H. An Affidavit of Compliance with the federal work authorization program and a copy of the proposer's E-Verify Memorandum of Understanding (15 CSR §60-15.020).
10. Proposers shall be prepared to submit the work in phases and to commit to prices for the phases of the work.
11. The Consultant whose Proposal is selected for the Project will be required to enter into an agreement with the City of Warrensburg in the form attached hereto which is in compliance with the City of Warrensburg's now existing standards for contracts with consultants. Any and all modifications or amendments to said agreement shall be subject to the approval of the City Counselor.
12. All proposals will constitute an irrevocable offer to perform services as proposed for a period of 90 days, and may be accepted by the City any time within 90 days from opening of proposals.

**SELECTION AND CRITERIA FOR EVALUATION:**

Selection of a consultant will be made at the discretion of the City of Warrensburg, which reserves the right to accept or reject any and all proposals. All submissions or parts thereof become property of the City of Warrensburg.

The following items will be considered in making a selection of the consultant, though they may not be equally weighed in the review process:

1. Experience, skill and qualifications
2. The merits of the Proposal including scope of work and approach for addressing the tasks
3. Timeline and proposed schedule
4. Customer relations, responsiveness, and timeliness
5. References and prior experience with similar work
6. Firm's proximity, history of activity in the Warrensburg area and economic impact to the local economy.

The City of Warrensburg will review the Proposals and then select a firm to develop a final scope of work and negotiate a fee. If an agreeable fee is not reached with the first firm, the City may then repeat the process with the second rated firm until an agreement is reached.

## CONSULTANT SERVICES AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Warrensburg, (herein "City") and \_\_\_\_\_, (herein "Consultant").

**IN CONSIDERATION OF** the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Consultant shall provide the City with market analysis and retail recruitment services for the City of Warrensburg's retail and restaurant market segments.

Consultant agrees to provide all such services in a timely manner within a reasonable time after receipt of City directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the City or City's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without a City approved written proposal for professional services.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the City agrees to compensate the Consultant for services rendered in accordance with the payment terms set forth in Consultant's proposal attached hereto. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. The agreed scope of services and rate of compensation at present is for the initial 12 month period. The City shall have the option to elect to receive services as outlined in the proposal for years two through five listed as "options" in the proposal by approving those optional scopes of service, in writing, under the terms of this Master Contract. Such options will be exercised within 30 days of the end of the then current contract period.

3. **City Responsibilities** - City agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the City which may effect services rendered hereunder. Any information necessary to Consultant's work and not in possession of the City will be provided by Consultant from reputable third party sources, recognized in the industry.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the City's designated representative for each task or project assigned to Consultant and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples,

plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment.

5. **Protection of Work, Property and Persons** - The Consultant will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services provided under this Agreement. The Consultant will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees providing work under this Agreement and other persons who may be affected thereby.

6. **General Insurance Requirements** - Consultant will provide proof of its general and professional liability coverages to the City before undertaking work for the City.

7. **Indemnification** - Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees.

8. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

9. **Records and Samples** - To the extent not otherwise transferred to the City's possession, Consultant agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the City as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the

City in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the City shall be deemed a part of basic services for work performed under a City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

11. **City Authorization** -When the term City is used in this agreement, it shall mean the government of the City of Warrensburg, Missouri or the City of Warrensburg City Council, as the context requires. Authorization by the City shall mean written instruction from the City Council or the City Manager. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the City of Warrensburg City Council or City Manager. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by the City Council or City Manager in writing. When the term City's representative is used, it shall mean the City Manager or her designee as specified in writing.

12. **Period of Services and Termination** – Consultant will provide its services as described in the proposal until completion, or until termination of those services by the City. The initial term of this Agreement shall be for twelve months, with the City have a right to renew for up to four additional twelve month periods upon exercising the renewal in writing at least thirty days before the end of the then current contract year. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Consultant shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

13. **Governing Law** - This agreement shall be governed by the laws of the state of

Missouri and it is agreed that this agreement is made in Johnson County, Missouri and that Johnson County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

14. **Certification of Lawful Presence / Work Authorization** - Consultant will complete the required certifications of lawful presence and, if the contract is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto.

15. **Nature of Relationship** - Consultant herein is an independent Consultant and shall not act as an agent for the City, nor shall Consultant be deemed to be an employee of the City for any purposes whatsoever. The Consultant shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

16. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CONSULTANT**

**CITY OF WARRENSBURG, MISSOURI**

By

By

City Manager

Title

Dated:

Dated:

ATTEST:

City Clerk

**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_

\_\_\_\_\_  
Applicant

Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_ )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:





**CONFLICT OF INTEREST FORM**

PROJECT: \_\_\_\_\_

RESPONSIBLE CITY EMPLOYEE: \_\_\_\_\_

RESPONSIBLE OR SUPERVISING CITY CONSULTANT: \_\_\_\_\_

1. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been involved in any of the following with the City of Warrensburg, its employees, elected officials or any responsible consultant identified above?

	Yes	No
Sale, purchase or exchange of property	_____	_____
Receiving or furnishing goods or services	_____	_____
Transfer or receipt of income, assets or funds	_____	_____
Maintenance of bank balances, book balances or other accounts for benefit of another?	_____	_____

2. Have you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg been indebted to the City, any employee of the City or its elected officials or its responsible consultants in the last twenty-four months? If yes, explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List all business transactions or relationships that you or any employee or person holding an ownership interest in the company proposing to provide goods or services to the City of Warrensburg has had with any employee of the City, its elected official or its responsible consultants in the last twenty-four months.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

