

The background features a large, light green watermark of the University of Tennessee seal. The seal is circular and contains the text "University of Tennessee" at the top, "Bonae Vitae" at the bottom, and "Established 1982" in the center. In the center of the seal is a stylized tree with a figure standing beneath it. The seal is flanked by two small starburst symbols.

**CONSULTING
SERVICES FOR
RETAIL
RECRUITMENT**

DATE ISSUED: APRIL 21, 2020

DUE: MAY 22, 2020, 4 PM EST

INTRODUCTION

Tega Cay, South Carolina is a city situated along the shores of Lake Wylie and the Catawba River in York County, SC. It is approximately 20 miles south of Charlotte, North Carolina. The estimated population is 10,339 as of 2017.

SUMMARY OF REQUEST

Tega Cay (the City) invites interested and qualified consulting firms to provide a retail development strategy that would maximize the retail and restaurant potential for the City. The proposed strategy would also provide business retention tools, analytics and customizable reports.

This entire RFP is located on the City's website at www.tegacay.gov.

PROPOSAL FORMAT AND CONTENT

PROPOSAL

Interested firms must submit two (2) hard copies of the proposal in the submission package by the proposal deadline. Additionally, the submission package must include an electronic PDF file of the proposal either via email (j.stalford@tencategrass.com – Economic Development Committee Chairperson) or flash drive included with hard copy of the proposal.

TRANSMITTAL LETTER

The proposal shall be transmitted to the City with a cover letter describing the Consultant's commitment and ability to provide the services. The letter shall state that the proposal shall be valid for, at minimum, a 90-day period. The letter should include the name, title, address, telephone number, and email address of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the Consultant to negotiate a contract with the City shall sign the cover letter.

Address the cover letter as follow:

Charlie Funderburk

Tega Cay – Retail Consultant RFP Response

7725 Tega Cay Drive

Tega Cay, South Carolina 29708

Established 1982

Also include the legal name of the consulting firm, the year established, and the firm's address and telephone number in the transmittal letter.

EXPERIENCE OF FIRM

A qualified and acceptable consultant firm should possess the following criteria:

- Experience in preparing retail plans to address the needs of the City.
- Experience in locating and working with a diverse group of retailers.
- Knowledge and background in obtaining funding sources.
- Experience working with municipal government.

REFERENCES

Include at least three (3) references (names, current phone numbers and emails) from agencies where the Consultant has provided similar services. The City prefers references for individuals from local governments that are of similar size to the City who have worked with the Consultant on similar projects.

RFP GOAL

To determine the consultant that best fits the City's criteria, Tega Cay requests that the selected firm address the following concerns set forth in this RFP:

1. Market analysis
 - a. Population and household increases
 - b. Competition
 - c. Existing retail firms
 - d. Retail leakage and surplus
 - e. Retail development in similar cities
 - f. Cannibalization
 - g. Retail trends
 - h. Key psychographics
 - i. Market viability
 - j. Reporting tools for existing local retailers
 - k. Develop trade area analysis focused on drive time delineation
 - l. Develop profiles of customers in the trade area based on purchasing habits, media habits, and lifestyle characteristics
2. Development of a "results driven" retail recruitment plan
 - a. Identification of short- and long-term goals for the City's economic sector
 - b. Identify appropriate prospective retailers suited for the City's needs and wants
 - c. Recognize the strengths and weaknesses of the City's retail market
 - d. Identify sites for potential retail development consistent with the City's general plan
 - i. Assess the retail potential of sites in the city and unique demographic attributes
 - ii. Recommend specific retailers and restaurants that match the City's customer profile
 - e. Provide strategies to refine data (Tega Cay shares zip code with neighboring city)
 - f. Ability to provide access to visitor data from credit card transactions (optional/recommended – not required)
3. Implementation of the Plan
 - a. Provide regular project reports and presentation of data that is driven to demonstrate a return on the investment to the City
 - b. Provide a long-term partnership with access to GIS and staff to help optimize marketing efforts
4. Marketing and representation
 - a. Contacting and attracting potential retailers
 - b. Work with local officials, property owners, real estate brokers and other stakeholders to build the retail sector
 - c. Represent the City at regional and national conferences for the duration of the contract
 - d. Assist in production of marketing material for use by retail prospects both physical and digital versions to enhance the City's retail environment
 - e. Meetings with the City councilmembers and City Manager to discuss findings
 - f. Conduct outreach efforts for each of the retailers and restaurants identified, including the preparation of custom marketing materials as appropriate

5. Compare retail proposed recruitment plan to existing retail, planned retail and needed retail space to determine gaps
6. Provide any opportunities for scalable pricing by services available

Additionally, each consultant should confirm the ability to provide the following differentiators:

- Provide access to consultant staff and provide ability to attend local meetings with limited notice
- List and experience of personnel to be assigned to the proposed project
- Maintain a national market presence and display useful knowledge of the retail industry
- Case studies
 - Access to case studies of successful clients, retail attracted, and municipal benefits achieved

PRICING

Each proposal is required to include a quotation of rates, fees or charges and all other costs in a detailed cost proposal. Consultant shall explain in detail how costs are calculated. Include a not to exceed, total expected cost of the term of the agreement.

INSURANCE

If awarded the contract, the Consultant shall procure and maintain insurance which shall protect the Consultant and the City (as an additional insured) from claims for bodily injury, property damage, or personal injury. The Consultant shall maintain the following insurance coverage with an insurance company licensed to do business in the state of South Carolina:

Workers Compensation:

- Insurance covering all employees meeting statutory limits in compliance with applicable State and Federal laws.

General and Automobile Liability:

- Bodily injury, each occurrence \$500,000.00 Bodily injury, aggregate \$500,000.00
- Property Damage \$100,000.00.
- Business Auto Liability per Occurrence \$1,000,000.00 Excess Umbrella Liability per occurrence \$1,000,000.00

It shall be the responsibility of the Contractor and the Insurance Company to notify the City at least thirty (30) days prior to any cancellation or change in the policy.

Contractor will provide the City of Tega Cay with a copy of the certificate of insurance specifying the above limits have been met.

OTHER

Provide any additional information that might aid in the City's selection.

EVALUATION OF PROPOSALS

All proposals shall be reviewed to verify that the Consultant has met the minimum requirements as stated in this RFP.

Proposals that have not met minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP will be rejected as non-responsive.

Proposals will be evaluated on the following criteria:

- Proposed cost to provide services
- Experience of Firm and Project Team
- References
- Quality of proposal and contents

The most qualified Consultant(s) may be asked to participate in an oral interview to discuss in greater detail the content of the Proposal. The City will notify finalists, if interviews are conducted, of the date and time of the interview.

CONTRACT TERM

The total term of the Agreement will be for two (2) years. The Agreement may be extended for additional terms upon mutual agreement in writing by both parties.

Should the option to renew for additional terms be exercised, the City and Consultant may negotiate any and all pricing increases and contract length. Any decrease in cost to Consultant shall be passed through to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Consultant agrees to enter into an Agreement with the City. In the event of a conflict between documents, the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City Request for Proposal
- Consultant's response to the RFP

AWARD OF CONTRACT

Award, if any, will be to the Consultant whose Proposal best complies with the requirements of this RFP and best meets the needs of the City.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following contract documents shall be signed and returned to the City within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Consultant.

- Two (2) originals of the Agreement in the form agreeable to both parties, properly executed by the Consultant
- Properly executed policies or Certificates of Insurance, including Additional Insured Endorsement for each Policy

No Agreement shall be binding upon the City until all documents are fully executed by the Consultant and the City.

INDEMNIFICATION AND HOLD HARMLESS

The Consultant awarded the contract shall be responsible for and shall indemnify and hold the City harmless from any and all claims, demands, damages, and expenses of whatever nature (including without limitation, attorney's fees) relating to or arising from (1) Consultant's breach of any of the representations and warranties contained herein; (2) Consultant's failure to follow the City's specifications; (3) Consultant's other breach of the terms hereof; (4) any other act(s) or omission(s) of Consultant, its employees, independent contractors, agents, and suppliers.

Additionally, the City shall not be liable for any costs incurred in connection with the preparation and submittal of any Proposal.

ASSIGNABILITY

The Consultant awarded the contract may not assign the contract or any of its rights or responsibilities hereunder without prior written consent from the City.

PROPOSAL CERTIFICATION

By submitting a proposal, the Consultant understands and agrees to the following:

- The Consultant guarantees and certifies that all items included in the proposal meet or exceed any and all the RFP's identified specifications and requirements except as expressly stated otherwise in the Consultant's proposal; and
- That the proposal submitted by the Consultant shall be valid and held open for a period of ninety (90) days from the final RFP closing date and that the Consultant's offer may be held open for a lengthier period subject to the Consultant's consent; and
- That the Consultant's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The Consultant understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the laws of South Carolina have not been violated and will not be violated in any respect.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Consultant refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Consultant.

CANCELLATION AND AMENDMENTS

The City reserves the right to cancel this RFP at any time should it be deemed in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

Any amendments must be made in writing prior to the RFP closing date and time.

By submitting a proposal, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Consultant submitted its proposal) unless expressly stated otherwise in the Consultant's proposal.

REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the rights of the City to reject responses that do not contain all elements and information requested in this RFP. A proposal will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which determination will be made by the City on a case-by-case basis.

Proposals received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. The Proposal must be complete in all respects.

ADMINISTRATIVE CONTACT

Any questions regarding contractual terms and conditions, proposal format, RFP requests for question clarification, or Insurance Requirements shall be directed to the contacts noted below by 5:00 PM EST May 8, 2020.

Jim Stalford - Economic Development Committee Chair
j.stalford@tencategrass.com

Ashleigh (Sullivan) Arnold - Economic Development Committee Member
ashleighsullivanarnold@gmail.com

DUE DATES AND SCHEDULE OF EVENTS

All sealed Proposals are due to the City by 4:00 PM EST on **May 22, 2020**. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the Place by the time noted in this RFP. Any late Proposals shall be returned unopened.

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

- RFP Distribution: April 21, 2020
- RFP Questions Due Date: May 8, 2020
- Proposal Due Date: May 22, 2020
- Proposal Evaluation by Committee: June 22, 2020
- Proposal Evaluation and Notice of Award by Council: July 13, 2020