



Office of Purchasing/Contracting*324 W. Evans Street*Florence, South Carolina 29501-3431

**REQUEST FOR PROPOSAL NO. 2019-97
CITY CENTER MARKET PRIVATE-
LEASED SPACES for FOOD/BEVERAGE/ARTISAN PRODUCTION**

PROPOSAL SUBMISSION DEADLINE: January 9, 2020 at 2:00 pm.

PURPOSE OF THE REQUEST FOR PROPOSAL

The City of Florence (City) is requesting proposals from qualified small businesses to bring their food, beverage, or artisan production operations to the City Center Market small-business accelerator spaces, for purposes of production and limited retail sales.

Submittals are due on or before the submission deadline noted above at the **Office of Purchasing & Contracting, in the City Center located at 324 W. Evans Street, Florence, SC.** All proposal packages must be sealed and have **RFP 2019-97 “City Center Market”** clearly marked on the outside for easy identification by the City. Proposals may be hand delivered prior to the submission deadline at the address listed above. Directions may be obtained by calling (843) 665-3165. Any proposals received later than the submission deadline will not be accepted/considered. The City does not accept electronic or emailed proposals.

Proposals submitted by mail should be addressed to: **City of Florence, Attn: Lynwood F. Givens, Purchasing Agent, 324 W. Evans Street, Florence, SC 29501-3430.** The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

This solicitation does not commit the City of Florence to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all proposals received as a result of this Request for Proposal, or to cancel it in part or in its entirety if it is in the best interest of the City of Florence.

Lynwood F. Givens
Purchasing Agent

MINORITY AND WOMAN OWNED BUSINESS

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your proposal submission.

The successful business must ensure that all subcontractors, agents, personnel assigned by or employees of prime business and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. The successful business must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

CONTRACT TERM AND OPTION TO RENEW

The initial term of the contract resulting from this request for proposal, shall run for one (1) year from the date of execution of the contract. The parties thereafter shall have the option to renew this agreement for three (3) additional one year terms, one year at a time, but only upon the mutual agreement of both parties.

GENERAL INFORMATION

About the site: City Center Market is the community's hub for entrepreneurs who need a place to make their local goods.

A new building on an old warehouse site, the City Center Market and Kitchens broadens the scope of the city's wellness campus and anchors the Food & Artisan Warehouse District as downtown expands. The goals for the facility include improving access for producers and consumers of locally produced food by offering production, sales, and educational facilities, hosting informative programs, and improving city connectivity.

This 2-acre site includes

- o an open-air farmers market,
- o food truck parking,
- o a rent-by-the-hour commercial production kitchen,
- o 3 business incubator kitchens, and
- o a large lawn for community events.

About the Production Spaces for Lease: These three (3) spaces, situated on the plaza area of the City Center Market site, are unlike anything else offered in the area. The 11'x22' or 22'x22' spaces are unfurnished business accelerator/incubator type spaces for producers seeking private, commercial production space. Tenants will have annual leases with up to three (3) renewals. See attached sheet for more details about the facility and the grants for upfit and rent subsidy as well as microloan possibilities.

Once accepted into the program, all businesses must be committed to growing their production and distribution and must be in compliance with all applicable local, state, federal regulations and ordinances.

INSTRUCTIONS FOR OFFERS

Proposals will only be accepted from responsible and responsive businesses in the field of food, beverage, or artisan craft production.

No proposal may be withdrawn for a period of ninety (90) days after the proposal submission date.

A responsible offeror means an offeror who has the capability in all respects to perform fully the requirements mentioned in the proposal document and the integrity and reliability which will assure good faith performance.

A responsive offeror means an offeror who has submitted a proposal which conforms in all respects to the request for proposal requirements.

PROTEST PERIOD: Any actual or prospective bidder, offeror, or business who is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Finance Director. The protest may be submitted at any time during the procurement process. However, if a prospective bidder, offeror, or business wishes to protest, the formal protest must be submitted in writing and must be received by the City *no later* than seven (7) days from the date that the aggrieved actual or prospective bidder, or business has been informed of the proposal results by the Procurement Officer. Protests received by the City following seven (7) days after evaluation results have been released by the Procurement Officer will not be considered by the City.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets scope of work, the decision of the City of Florence shall be final and binding on all parties. The Procurement Officer may request in writing, the recommendation of the head of the department of the end user or other objective sources.

DEVIATIONS: Any deviations from the scope of work contained herein, must be noted in detail on the respondent's response for the City of Florence's consideration.

CHANGES: Any changes in this request for proposal after the purchase order/contract agreement has been awarded must be with the written consent of the Procurement Officer or the City Manager; otherwise, the responsibility for such changes lies with the business. Any changes to the scope of work in this request for proposal package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract/purchase order shall belong exclusively to the City of Florence.

QUESTIONS AND INQUIRIES: The deadline for the submission of any and all questions and inquiries concerning this RFP is January 2, 2020 at 5:00 pm. All questions must be directed to Lynwood F. Givens, Purchasing Agent in written format and e-mailed to lgivens@cityofflorence.com.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at www.Cityofflorence.com

SCOPE OF WORK TO BE PROVIDED

The City Center Market is a multi-use facility with resources for retail vendors in an outdoor market, parking spaces for mobile food vendors, commercial kitchen facilities for rent by the hour, and up to 3 private, leased spaces for production and limited retail.

The downtown of the City of Florence is growing and this City Center Market facility is part of the redevelopment anchor for this growth. It is part of the wellness campus that includes the City's recreation services and new basketball gymnasium.

The successful tenant for the private leased space must be an existing business with demonstrated potential for growth. It must be based within 80 miles of Florence and it must be a food, beverage or artisan craft producer.

The preferred successful business would be a food or beverage producer whose customer base includes Florence residents and whose product fits the goals and mission of the City Center Farmer's Market (see market application at www.florencedowntown.com/citycenterfarmersmarket).

DESCRIPTION AND INSTRUCTIONS

1. The successful business will improve locally-produced offerings in Florence.
2. The successful business must be open during Saturday market hours (9am-1pm, year round) and may be open at other times with approval. However, the successful business will use this space primarily for production.
3. The successful business must have renters insurance and general liability insurance (\$1 million) naming the City as additional insured.
4. The successful business must have or obtain licenses and permits associated with product(s) and a retail license from the state Dept. of Revenue.
5. The successful business must upfit the currently unfinished space, furnish all equipment in the tenant space, and commit to be open for business within a reasonable time frame required for their operational needs.

CONTENT OF PROPOSALS

Proposals from interested businesses should include the following information, which will be used for evaluation and selection of a business.

1. Description of business, number of years in operation, and location of current production. (No more than 2 pages, 12-point font).
2. Resume or biography of principals.
3. Planned changes to business and growth projections if selected for this location, i.e. business plan. (No more than 2 pages, 12-point font).
4. Representative examples of promotional materials and description of marketing plans.
5. List of significant ingredients such as CBD oil, alcohol, and allergens (dairy, eggs, seafood, nuts, peanuts, wheat, soy) Note that ingestible products that contain CBD oil are not permitted for sale at the City Center Farmers Market.
6. Description of current and future target market.
7. Explanation of which size space you prefer and why: 11'x22' or 22'x22'.
8. Explanation of your general work schedule, differentiating between retail and non-retail hours and days.
10. Copies of relevant permits and licenses for production, Copy of business license and of SC Retail License.

Interested firms are requested to submit Seven (7) copies of the proposal. Due to time limitations of the Selection Committee members, **statements should be limited to no longer than fifteen (15) single-sided pages**. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 15-page limit). **Additional supplemental information may be submitted, under separate cover, in order to aid in firm selection. This information may include staff resumes, descriptions of similar municipal projects, project references, etc.**

All submitted materials shall become the property of the City and responders relinquish all claims for return of submitted material.

EVALUATION CRITERIA

The selection criteria for the evaluation of responding companies are as follows:

<u>Selection Criteria</u>	<u>Percentage</u>
Primary Product uniqueness and relevance to local population	15%
Financial Resources	15%
Marketing Plans	15%
Potential for growth	15%
Retail & Production plans	15%
Relevant experience of principals	10%

Completeness of Proposal	10%
Space requirements	5%

Each of the above criteria will be given a rating, of 1 through 10, 10 being the highest rating, by each member of the Evaluation Committee.

SELECTION PROCESS

The City will appoint an Evaluation Committee to review the proposals and make a recommendation concerning the selection of a business.

Responses received to the RFP will be evaluated and ranked utilizing the evaluation criteria as stated in this RFP document. After evaluating the responses received to the RFP, interviews and presentations may be scheduled and a financial statement must be completed and submitted; up to three (3) may be chosen. All expenses of the interviews and presentations will be the sole responsibility of the responder and the City of Florence accepts no responsibility for the reimbursement of any expenses incurred by a responder under this document.

Final selection of the successful responder for this project will occur after the RFP interviews and presentations have been held. The City reserves the right to designate specific personnel to visit the operating facilities of any or all the six (6) highest ranked responders and to utilize the feedback from the designated personnel making the site visits prior to making any final decisions.

The evaluation panel will present its recommendation to the Purchasing Agent. The Purchasing Agent will make a final recommendation to the Finance Director and City Manager and will issue and award and contract agreement and/or purchase order upon their approval.

The City shall have sole discretion in evaluating the qualifications of responders and the suitability of their proposals to meet the City's needs. The City reserves the right to select the Proposal that is deemed to be in the best interest of the City. The City also reserves the right to reject any and all Proposals.

BUSINESS LICENSE REQUIREMENT

Entities that provide goods and services within the City limits are required to have a business license. The successful contractor/business will be required to contact the Business License Office, 324 West Evans St, Florence, SC 29501 prior to commencement of work. The Business License Office's phone number is (843) 665-3173 and its Fax number is (843) 665-3171. The City's business license application can be viewed at the following URL:
<http://www.cityofflorence.com/docs/documents-city-council/download-and-print-the-business-license-application-.pdf?sfvrsn=0>

PROFESSIONAL INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful business shall procure and maintain insurance for protection from claims under workers' compensations acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees; claims for damages because of injury to or destruction of property, including loss of

use resulting therefrom; claims caused by professional errors, acts, or omission; and any other insurance prescribed by law. The successful business shall name the City of Florence, South Carolina, its elected and appointed officials, officers, and employees "Additional Insureds" as their interests may appear but only with respect to services performed or provided by successful business on behalf of the City under Consultant's commercial general liability insurance policy. The successful business shall, within 10 days of the full execution of any contract resulting from this RFP, provide the City's Procurement Officer with a certificate(s) of insurance evidencing the coverages required above and containing an endorsement to the effect that any cancellation or non-renewal shall not be until 10 days after the insurer or the selected business gives written notice to the City.

Without limiting the provisions of paragraph above, the selected business shall during the term of any contract resulting from this purchase and maintain insurance with limits not less than those set forth below:

The successful business shall take out and maintain, during the life of the contract agreement, workers' compensation and employer's liability insurance for all employees to be engaged in services on this project under this agreement in an amount not less than \$1,000,000.00, and in case any such services are sublet, the business shall require all subcontractor(s) also to provide workers' compensation and employer's liability insurance in an amount not less than \$1,000,000.00 for all of the subcontractor's employees to be engaged in such.

Employer's Liability Insurance - \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

Commercial General Liability Insurance - \$1,000,000 per occurrence (bodily injury and property damage) / \$1,000,000 general aggregate

Automobile Liability Insurance - \$1,000,000 combined single limit (bodily injury and property damage), each accident

Professional Liability Insurance - \$1,000,000 per claim / \$1,000,000 general aggregate

Professional Services: The selected business shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected business's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected business to perform any of the work or anyone for whose acts, errors, or omissions the selected business may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected business, or any individual or entity directly or indirectly employed by the selected business to perform any of the work or anyone for whose acts, errors, or omissions the selected business may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile

liability insurance, or other general liability insurance, the selected business shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected business's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected business to perform any of the work or anyone for whose actions or failure to act the selected business may be liable) during the performance of this Agreement.

The selected business shall require any subconsultants and subcontractors to purchase and maintain insurance with limits not less than those required above to be purchased and maintained by the selected business. In addition, the selected business shall require any subconsultants and subcontractors to assume the selected business's indemnification obligations under any contract resulting from this RFP to the extent they relate to the subconsultant's or subcontractor's obligations under any contract with the selected business.

PRICING AND COST ASSUMPTIONS:

The proposal submittal should take into consideration the grant description on the attached document, which provides information about design and construction funds and rent subsidies.

The maximum grant amount is \$30,000 to include the rent subsidy grant.

The proposal does not need to include detailed upfit plans; those will be required later in the process.

Contact Information

The following form should be completed and submitted with your proposal.

Company Name

Address

City, State, Zip

Phone Number

Fax Number

E-mail Address

Tax Identification Number

Signature of Authorized Agent

Printed Name of Authorized Agent

Title

Date