

**[Commercial Kitchen and Retail Space Usage]**

**Request for Proposal**

**RFP# [20-21-13-2020]**

**Proposal Due Date: [September 23, 2020]**

**Contact Person: [Ferdinand Rouse]**

**Title: [MWBE Coordinator]**

**Phone Number: [252-329-4462]**

**Email Address: [frouse@greenvillenc.gov]**

Date: [9/17/20]

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Subject: [Commercial Kitchen & Retail Space Usage]

Contact: [Contact Person – Ferdinand Rouse]

The City of Greenville [Financial Services] is now accepting proposals for [Commercial & Retail Space Usage]. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the “RFP”).

Electronic mailed proposals subject line [Commercial Kitchen and Retail Space initiative] to be furnished to the City of Greenville (the “City”) will be received by the [Financial Services MWBE Program] at [201 W. 5th Street] until [September 23, 2020]. The City reserves the right to reject any or all proposals.

This RFP is for parties located in the redevelopment area of The City of Greenville as defined by the Redevelopment Commission. Individuals submitting RFP’s must be of low to moderate income as outlined by HUD guidelines or employ someone who meets those same guidelines.

**Request for Proposals**

**Attention: [Ferdinand Rouse]**

**[Name of Company Submitting Proposal]**

**[Commercial Kitchen & Retail Space Usage]**

**RFP# [20-09-17-2020]**

Written questions concerning this RFP may be submitted to [Ferdinand Rouse] by email only at [frouse@greenvillenc.gov]. Please insert **RFP# [20-09-17-2020]** in the subject line.

**SECTION ONE: GENERAL INSTRUCTIONS**

**1. READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

**2. LATE PROPOSALS**: Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor’s sole responsibility to ensure delivery at the designated office by the designated time.

**3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

**4. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.

**5.** **CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

 **6. EQUAL EMPLOYMENT OPPORTUNITY:** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk’s Office, City Hall, Greenville, N. C. by submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

**7. Minority and Women Business Enterprise (MWBE) Program:** It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City’s contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible. Questions regarding the City’s MWBE Program should be directed to the MWBE Office at (252) 329-4462.

**8. LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville’s webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

**9.** **Rehabilitation Act and ADA:** Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

**10. TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

**11. City Rights and Options:** The City, at its sole discretion, reserves the following rights:

* To supplement, amend, substitute or otherwise modify this RFP at any time.
* To cancel this RFP with or without the substitution of another RFP.
* To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
* To issue additional requests for information or clarification from Offers or to allow corrections of errors or omissions.
* To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
* To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

**12. Public Records:** Any material submitted in response to this RFP will become a “public

record.” Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

## **13. Accuracy of RFP and Related Documents:** Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

**14.** **Expense of Submittal Preparation:** The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

**15. PROPOSAL BINDING:** This proposal is binding for a period of [sixty (60) days].

**SECTION TWO: GENERAL TERMS AND CONDITIONS**

**1. NON-DISCRIMINATION**: The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City’s non- discrimination policy.

**2. NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

**3. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

**4. GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

**5. SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller’s own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

**6. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker’s compensation, pension or retirement benefits.

**7. VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.

**8. INSURANCE REQUIREMENTS:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than $1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer’s Liability Insurance not less than $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease, and $500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than $1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.

**9. E-VERIFY COMPLIANCE:** The Contractor shall comply with the requirements of Article 2 of

Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements

of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal,

The Proposer represents that their firm and its Subcontractors are in compliance with the

requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

**10. IRAN DIVESTMENT ACT:** By submitting a proposal, theVendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

**SECTION THREE: PROPOSAL**

1. **Introduction**

In an effort to provide opportunities for business owners adversely influenced by COVID-19. The City of Greenville in continuing its commitment to serving minority and women owned businesses and individuals of low to moderate income. Is interested in leasing commercial kitchen and retail space in the redevelopment areas located in the City of Greenville. These areas as designated by the Redevelopment commission as blighted/redevelopment areas are located in both Uptown and West Greenville. The City of Greenville is interested in increasing the diversity of businesses operating in these locations by providing usable space for food and retail businesses.

1. **Background**

In an effort to support businesses influenced by COVID-19 as appropriated by the City Council. The City of Greenville’s MWBE program has been tasked with creating resources to help support businesses.

1. **Description of Services (Scope of Work)**

The City of Greenville is interested in leasing commercial kitchen and retail spaces in Uptown and West Greenville. These properties will need to be owned by persons of low to moderate income or by property owners who employ someone who is a part of that group. These definitions must be applied based on established HUD guidelines. The City of Greenville is looking for the lowest responsible, and responsive bidder. Those submitting proposals will need to be available to provide technical assistance and usable space for current and potential business owners.

1. **Terms of Agreement**

The contract will be for a duration of two years with an option for renewal for a third year.

1. **Payment**

Property owner will be paid monthly or annually as determined by The City of Greenville.

1. **Proposal Contents**

These elements should provide the information needed to evaluate the proposal.

1. Letter of Transmittal - In the letter, request that firms identify if they are a certified Historically Underutilized Business (HUB) by the NC HUB Office.
2. Firm’s background and history
3. Qualifications
4. Space availability, and suitability
5. List of References
6. Price
7. Other
8. **Questions**

All questions should be submitted in writing two days prior to the deadline for submission.

1. **Procurement Schedule**

|  |  |
| --- | --- |
| **Event** | **Date and Time** |
| Issuance of RFP | 9/17/2020 |
| Deadline to Submit Questions | 9/21/2020 |
| Answers to Questions Provided | 9/22/2020 |
| Proposal Due | 9/23/2020 |

1. **Submission Requirements**

Describe how the proposal will be submitted. Include items such as:

* Proposal should be one-page, Times New Roman, twelve point font
* Submission by email is the required method and all email subject lines should address reference the RFP.
1. **Evaluation Criteria**

Submitted proposals will be evaluated based on lowest responsible, responsive bidder, qualifications of the owner, suitability of site, and availability of site.