

RESOLUTION NO. 2019-19

A RESOLUTION TO AWARD AN INCUBATOR AGREEMENT FOR THE CITY OF EASLEY'S RAILCAR LOCATED AT DOODLE PARK

WHEREAS, the City of Easley relocated and renovated two railcars to Doodle Park during its construction; and

WHEREAS, the City renovated one car into public restrooms for the park and prepared the other for future development; and

WHEREAS, the City of Easley desires to use the empty railcar as a business incubator for perspective business that will coordinate with and support the use and operation of the park and trail system; and

WHEREAS, the City issued a Request for Proposals, per City procurement policy, for interested parties and received one (1) proposal; and

WHEREAS, after reviewing the proposals it is recommended that the City partner with Honey Hound Holdings, LLC dba Sweat Tea Cycling to establish a business in our incubator space at Doodle Park per their attached proposal.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF EASLEY, SOUTH CAROLINA: that the City of Easley agrees to award a contract to Honey Hound Holdings, LLC dba Sweat Tea Cycling, and authorizes the City Administrator, in consultation with the City Attorney, to finalize and execute any agreement and documentation related to this project.

First Reading: _____

Mayor

Attest:

City Clerk

City of Easley
Planning
Department 205
North First Street
Easley, SC 29640

**INVITATION FOR PROPOSALS DOODLE
PARK RAILCAR BUSINESS INCUBATOR
RFQ RFQ No. 2019-0709**

**Release Date: July 9, 2019 Deadline
for Submissions: August 2, 2019**

Sealed bids will be received in the Planning Department, City Hall, 205 North First Street, Easley, SC 29640 until 4:00pm, August 2, 2019 from qualified contractors. A list of respondents will be posted on the City of Easley's website within 24 hours.

**Doodle Park Railcar Business
Incubator**

SUBMITTAL: One (1) hard-copy and one (1) electronic copy of all requested documentation must

be received on or before 4:00 p.m. ET, August 2,
2019

ADDRESSED TO: City of Easley
Planning
Department Attn:
Blake Sanders

MAILING ADDRESS: 205 North First Street, Easley SC
29640

OFFICE PHONE: 864-855-7900 Ext. 1008

E-MAIL: bsanders@cityofeasley.com

MARK ENVELOPE: **Invitation for Proposal No. 2019-0709 Doodle Park Railcar Business
Incubator**

DEADLINE ENFORCED Bids received after the time and date set for receipt of bids WILL NOT be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of their bid. Weather, flight delays, carrier errors and other acts of otherwise excusable neglect are risks allocated to bidders and will not be exempted from deadline requirements. Telephone, e-mail or facsimile bids will not be accepted.

Any offer submitted as a result of this solicitation shall be binding on the offeror for **SIXTY (60) CALENDAR DAYS FOLLOWING THE BID OPENING DATE**. Any bid for which the offeror specifies a shorter acceptance period may be rejected.

Bids that are not signed will not be accepted as complete and shall not be considered. Bid must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.

Upon receiving the “**NOTICE OF AWARD**”, the successful bidder has **TEN (10) CALENDAR DAYS** to submit all required insurance, permits, and licenses, and meet with the City in a meeting to discuss any problems or questions pertaining to the project. It is the contractor’s responsibility to contact the City’s Project Manager immediately to arrange for the meeting during the **TEN (10) DAY PERIOD**.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other errors in the bid, bidder shall immediately notify the City of such error in writing and request modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the bid or it shall be deemed waived.

The successful contractor shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

During the performance of the contract, the contractor shall comply with any and all Federal State or Local Laws relating to a Drug Free Workplace.

2

Proprietary and/or Confidential Information Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. **All information not so noted and identified shall be subject to disclosure by the City.**

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document.

This Invitation for Proposals is being issued by the City of Easley Planning Department. Direct all questions or request for clarification of this IFB in writing to: Blake Sanders, Planning and Special Projects Manager, utilizing the aforementioned e-mail address shown on this invitation.

Bidders are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this bid. Failure to adhere to this policy may be grounds for rejection of your bid.

Any revisions to this Invitation for Bid will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Invitation for Bids will be posted on the City of Easley website.

All bidders should consult this website for updates before submitting bids.

The City of Easley reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

Policy Concerning Minority and Woman Owned Business Enterprises Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City.

Compliance with the South Carolina Illegal Immigration Reform Act Any contractor entering into a service contract with the City of Easley must certify to the City of Easley that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in

Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award Solicitation – Section 2.4. A. of the City of Easley Procurement Policy allows any prospective bidder, offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the

Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Award – Section 2.4. B. of the City of Easley's Procurement Policy allows any actual bidder, offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Administrator within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Project Understanding The City of Easley is seeking qualified businesses to assume a potential multi-year lease of the railcar located at Doodle Park (514 Fleetwood Drive, Easley SC 29640), to include responsibility over business activities for the roughly eight-ten month outdoor recreational season. This operation requires a vendor that can provide reliable retail, restaurant, etc. staffing inside/outside. The intent of the provisions contained within this RFP is to establish a starting point for future negotiations with a successful vendor. Therefore, the terms listed within this RFP may be considered negotiable.

Businesses should be available starting no later than March 1, 2020. The successful vendor should be prepared to enter into a contract based on what they have negotiated with the City. While the City must conduct adequate due diligence, the amount of information should not be highly burdensome to any qualified vendor and the selection will be based on a vendor who will best represent the City and whose operating philosophy and standards most closely align with the City's.

The City reserves the right to reject any or all submissions or waive any irregularities which it deems is in the best interest of the City. The City will be the sole determinant of the most responsive and responsible vendor and will evaluate the RFP's based on the information each vendor provides as a response to the requirements contained within the RFP.

TIMELINE SUMMARY: 1. July 9, 2019: Invitation for Proposals posted. 4. August 2, 2019: Proposals Due (4:00pm) 5. August/September 2019: City and Selected Vendor negotiate terms 6. On or before March 1, 2020: Business operations is started at Doodle Park

I. DOODLE PARK SUMMARY

Doodle Park (constructed in 2017) is one of the primary starting points of the Doodle Trail, a 8.5 Mile rail-to- trail conversion, that has approximately 325,000 trips per year. The City renovated two train cars as part of the park construction, and both sit permanently on site. One was renovated into two (2) ADA accessible restrooms. The City currently desires to renovate the other rail car (with ADA access + outdoor seating) into a business incubator facility for the Doodle Park/Trail. The contract DOES NOT include any business service in any other location. The City views small business incubation as an important support activity to its recreational sports functions, however this type of economic development is not the City's core mission.

II. REQUEST FOR PROPOSAL (RFP), CITY OF EASLEY, DOODLE PARK RAILCAR

BUSINESS INCUBATOR *We invite you to participate in our vendor selection process. Our intent in receiving the information below is to better understand the capabilities and qualifications of each vendor. All aspects of the process will be assessed based on responses to the RFP and the final proposal submittal, which will enable the evaluation group to award the contract to the most qualified bidder. Please answer all questions and **identify the number of the question you are answering.***

1.0 Provide the legal entity with which the City will contract, i.e. sole proprietorship, joint venture or corporation.

Honey Hound Holdings, LLC (dba Sweet Tea Cycles)

2.0 List a company directory of employees who will be considered managers of the contract. Company addresses, company representative names, phone numbers and email. Include the resumes and/or biography of all key personnel.

Drake McNeary, Owner / drake@sweetteacycles.com / 864-784-4422

Beth Venable, Owner / bethven@gmail.com / 864-710-0391

Home: 117 Holly Ave, Clemson, SC, 29631

Sweet Tea Cycles: 501-8 Old Greenville Hwy, Clemson, SC, 29631 / 864-643-5552

3.0 Describe company size, structure and statement describing financial capability to perform.

Sweet Tea Cycles is family owned and operated. We operate with low overhead and provide exceptional customer service to maintain profitability and success. To achieve a viable operation at Doodle Park we would work with the City of Easley to control the cost of upfitting, and we would phase in the scale of operation.

4.0 Provide a description of similar facilities for which you own and/or operate including number of years your company has been providing these services. Provide a list, if such exist, of all business operations within the past three years and describe your company's experience relative to providing service for a similar operation.

Sweet Tea Cycles has operated as a full service mobile bike shop since May of 2018. As a mobile shop, we provide bike sales and repair at homes, businesses, and events. We have supported events in South Carolina and Pickens county including the Clemson Farmers Market, Rally in the Valley, Ride to the Rock, and Ride to Remember. The railcar at Doodle Park would allow us to tailor our event support that we have been providing to the users of Doodle Park and the Doodle Trail.

5.0 Provide a minimum of three vendor references with whom you conduct regular business.

KHS - www.khsbicycles.com Daniel Menendez, 800.347.7854 x232, danielm@khsbicycles.com

J&B - www.jbi.bike Mark Vincent, 919-877-1002 ext 708, mvincent@jbi.bike

Tern - www.ternbicycles.com Dale Aguas, 888-570-TERN, ext. 3, dale.aguas@ternbicycles.com

6.0 Provide general proposal of profit sharing and/or lease rent over the up to five (5) year contract.

We would negotiate a mutually fair lease for providing bike services, rentals, supplies, and refreshment services. In addition we would like to provide a level of free/affordable service for the immediate neighborhood and appropriate partners.

7.0 List any criminal or civil suits filed against your company and/or its principals including dates and nature of legal action. Also list any criminal convictions against your company and/or its principals. And finally, list any legal actions your company has taken against others, including but not limited to vendors, suppliers, customers, etc. within the last five years.

None

8.0 Outline potential improvements to the structure and equipment needed to accommodate your proposal. Provide an estimation of the potential improvements and equipment and if the City is expected to provide financial assistance.

We would like the city to provide handicap accessibility to the facility, secure ingress and egress, and appropriate level of running water and electricity. We would provide cleanup and outfitting of the interior structure to suit the needs of the business which would include bike repair fixtures, tools, and equipment, display shelving, inventory, and rental bikes. Our initial investment will be approximately \$5000.

9.0 Describe your company's training, safety, certifications and quality assurance programs.

Bike certifications include Bosch, Shimano, SRAM, Professional Bicycle Mechanics Association, Barnett Bicycle Institute, and Appalachian Bicycle Institute.

First Aid & CPR

10.0 Describe your proposed business, the benefit of a setting in Doodle Park and adjacent to the Doodle Trail. This may include proposed menus, services offered, pricing, hours of operation, etc.

Our railcar bike shop will provide bike rentals, bike demos and sales, bike parts and accessories, and bike repair. We will provide other basic outdoor accessories. We will provide prepackaged refreshments including snacks and drinks appropriate for the park and trail users.

Our retail hours will be Friday 3-6pm and Saturday and Sunday 8am-6pm. We would also provide bike repair, rentals, and demos by appointment.

We will host scheduled rides and events starting at the rail car as well.

Being located in Doodle Park adjacent to the Doodle trail would be perfect for the business and users of the recreational facilities. Providing bike rentals will provide access to potential trail users who may not have access to a bicycle. Providing retail

hours during the busiest use times will benefit both trail and park users. Providing scheduled bike repairs, rentals, and demos throughout the week will maximize the potential of the space without incurring the overhead of maintaining retail hours of service in non prime user times.

We would also like to provide a level of support for local residents who may not be able to afford bike repair. We propose to offer free bike repair once a month for residents and families who rely on bikes as an affordable means of transportation. Possibly this would be the first Friday of every month during a 2 to 4 hour window in the morning before retail hours begin. We are also willing to work with local partners to provide affordable solutions related to bikes for residents in need.

III. SUMMARY OF VENDOR EXPECTATIONS

A. Use of Doodle Park Railcar Facility Vendor will be allowed use of railcar facility and supporting equipment. The City shall have the right of access to inspect all areas contained within the facility at any time whatsoever, non-negotiable.

B. Major Mechanical/Structural The City will maintain the structural integrity of the building including: all HVAC, building fire suppression systems (excluding hood if required). All building repairs, upkeep and maintenance will be handled in a timely manner by the City, except for those excluded herein.

C. Service Equipment Equipment brought by the vendor must be approved prior to being brought on site and will be the sole responsibility of the vendor. Some basic equipment may be provided by the City.

The City will provide the vendor with an inventory of all equipment, furniture and fixtures owned by the City at the beginning of the contract. The vendor shall not dispose of any equipment owned by the City and must communicate any equipment failures to the City within two days, including reason for failure. Equipment breakdown due to other than regular wear and tear may be at the expense of the vendor or cause for contract termination. Final space design and installation will be negotiated with the City after selection.

D. Business Supplies All supplies needed to support business operations are the sole responsibility of the vendor, including but not limited to food stuffs, utensils, employee uniforms, coats, etc. A consistent identifying uniform is required for all employees.

E. Maintenance of Floor Surfaces and other Interior Spaces Ongoing regular care of all

floor surfaces in service areas shall be the responsibility of the vendor. Hard surface floors shall be regularly mopped and appropriately maintained.

Daily Restroom Cleaning: The City shall provide a daily cleaning of restroom and will provide restroom supplies (toilet paper, paper towels, hand soap, etc.). The vendor shall communicate with Parks and Recreation staff on site if it observes the need for additional bathroom cleanings.

F. Utilities and Related Amenities The City shall cover all costs related to electricity, heat, and water.

Service facilities and outlets for utilities provided by the City are limited to those presently existing on the premises and property. Any updating, modification or addition of service facilities and outlets for utilities shall be at the sole cost and expense of the vendor, must be approved in advance and in writing, and must be made in compliance with the pertinent provisions of the applicable building codes, ordinances, laws and regulations.

G. Hours of Operation The vendor will be expected to open from March 1 through November 1. Hours will be negotiated with the City after selection.

IV. INSURANCE REQUIREMENTS FOR WORK ON OR WITHIN CITY PROPERTY An certificate of insurance, or its equivalent , shall be furnished to the City of Easley evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City. The vendor will provide, but not be limited to, including the following minimum insurances:

A. Owner's and Contractor's Protective Liability

- \$1,000,000 per occurrence
- \$2,000,000 Aggregate
- Independence City listed as additional insured

B. Workers' Compensation

- Statutory amount

C. Damage and Theft

- Enough to cover vendor operations and any equipment/supplies on site

V. Term of Contract The length of the agreement with the successful vendor is negotiable, with the City being prepared to consider an agreement up to three (3) years in duration with the option of a non-competitive renewal upon successful completion of the first contract at the discretion of the City. Any agreement shall provide the City with a reasonable early termination clause should the City deem that it is not in its best interests to continue operations with the selected vendor.

VI. Licensing Fees Payment of all fees associated with business operations including but not limited to Health department licensing, business license, hospitality tax, etc. shall be the responsibility of the successful vendor.

VII. Pricing

7

It is the intention of the City to select a vendor that provides consistent options to park patrons and trail users at a retail cost. It is the expectation that pricing will be developed by the vendor that allows for a reasonable profit to provide reliable service and be priced in such a way to build long term business.

VIII. Profit Sharing It is the intention of the City to allow the vendor that matches our customer service ethic to develop a successful business model that allows for long term growth of the vendor and sustainable service to the customers. **The City's desire is to recover costs of upfitting the railcar, not to build a profit center for the City.**

IX. Background Check In the best interest of the City, all vendors who advance to being considered as the eventual successful vendor can expect the City to conduct a thorough investigation of their background.

AUTHORIZATION The undersigned hereby states that they are an authorized representative of the vendor and have the authority to submit this proposal as a document for which the City can rely upon for its consideration.

Signature: *Drake McNeary*

Printed Name: Drake McNeary

Its: Owner / Operator

Date: 08/02/19

Company Legal Name: Honey Hound Holdings, LLC (dba Sweet Tea Cycles)

Street Address: 501-8 Old Greenville Hwy - PMB 319

City / State / Zip: Clemson / SC / 29631

Office Phone: 864-643-5552

Mobile Phone: 864-643-5552

Email: drake@sweetteacycles.com

Website Address: sweetteacycles.com