



REQUEST FOR PROPOSALS:
SMALL BUSINESS LOAN FUND

RFP Number: PUR1037

PROPOSAL Due Date: Thursday, May 7 at 2:00 pm

Sealed proposals will be received by the Purchasing Division of the City of Rock Hill, South Carolina until the time specified above, at which time the names of proposing companies will be recorded and read aloud. Due to COVID-19 restrictions, attendance will not be permitting; however, the list of proposing companies will be posted on our website, www.cityofrockhill.com, after the proposal due date.

The proposal due date is promptly at the appointed time in the Purchasing Office, located at the City Operation Center, 757 S. Anderson Rd. Building 103, Rock Hill, SC 29730. No proposals may be submitted after the due date. Proposals must be in the Purchasing office at the time of the due date and it is the sole responsibility of the proposing company to ensure that the proposal arrives in the correct place on time. **Emailed proposals will not be accepted.**

Proposals must be delivered to Tracy Smith, Operations Center Purchasing Office, 757 S. Anderson Rd., Building 103, Rock Hill, SC 29730 prior to the appointed time of the due date. The City is not responsible for proposals delayed in the mail.

Request for Proposals

1.0 Purpose

In an effort to help small businesses impacted by the COVID-19 crisis, the City of Rock Hill is exploring a partnership with a partner financial institution to assist in the deployment of a local small business assistance. Below is a description of service requirements. The term of this agreement is for 12 months, with additional 12 month options. The City of Rock Hill Housing and Neighborhood Services Department responsible for this project.

2.0 Competition Intended

The process of responding to this Request for Proposal (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

3.0 Discrepancies and Questions

Should the proposing company have questions, find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the company shall request clarification from the City in writing, not later than close of business on Monday, May 4. These requests should be emailed to tracy.smith@cityofrockhill.com.

All questions will be answered and any changes will be communicated through a written addendum and posted to the City's website. It is the responsibility of the company to check the website for any of this information prior to submitting a proposal. Failure to request such clarification is a waiver of any claim by the company for additional expenses because its interpretation was different from the City's.

4.0 Proposer's Minimum Qualification

A qualified company is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within this RFP.

5.0 Instructions to Proposers

5.1 Definitions:

- 5.1.1** Proposer/Company: This term is used to encompass the party seeking to have an agreement with the City of Rock Hill.
- 5.1.2** City: This term is defined as the City of Rock Hill, South Carolina. All communications relating to the request for proposal process or the resulting purchase should be directed to the City's Purchasing Office or to their designated contact.
- 5.1.3** Purchase: This term means the agreement to be executed by the City and the successful company.

5.2 Proposal Preparation: All proposal responses shall be:

- 5.2.1** Prepared and submitted on the forms enclosed herein, unless otherwise prescribed.

- 5.2.2 Typewritten or completed in ink, signed by the proposing company's authorized representative with all erasures or corrections initialed and dated by said signer.
- 5.2.3 Each proposal constitutes an offer and may not be withdrawn except as provided herein. Prices are to remain firm for the period stated in the Request for Proposal.
- 5.2.4 The City of Rock Hill assumes no responsibility for costs incurred in responding to this RFP.

5.3 Proposal Submission: Provide three (3) identical paper copies of the proposal (including any attachments). Response shall be:

- 5.3.1 Submitted in a single sealed envelope with the following information written on the outside of the envelope:
 - The name of the proposing company;
 - Identification of project being proposed;
 - Due date and time of proposals.
- 5.3.2 Delivered to the address shown in the RFP for receipt by the City by the stated deadline.
- 5.3.3 Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.
- 5.3.4 All proposals must be in a sealed envelope and marked "**Small Business Loan Fund; OPEN May 7, 2020 at 2:00 PM.**" The City assumes no responsibility for unmarked or improperly marked envelopes.
- 5.3.5 No proposal may be withdrawn for a period of sixty (60) calendar days after the due date, unless approved in writing by the Purchasing Office.
- 5.3.6 All proposals must be approved by the Rock Hill City Manager and the department(s) in charge of the project.
- 5.3.7 Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

5.4 Failure to Propose: Any company which does not desire to offer a proposal should submit to the City a letter stating a reason for not proposing and whether the company desires to be retained or removed from the City's list for future solicitations.

5.5 Errors in Proposal: Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the company's own risk. In case of error in extension of prices in the proposal, the unit price shall govern. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. The City reserves the right to waive any informalities, technical defects, and minor irregularities in proposals received.

5.6 Award Criteria: The award shall be made to a company who submits the highest scoring proposal, taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Notwithstanding the foregoing, the City of Rock Hill reserves the right to reject any or all proposals, to accept any proposal submitted, to waive any informality and to negotiate with the highest

scoring company or companies on any changes which the City of Rock Hill considers necessary or desirable for their own interests. The City alone shall make such determination. In addition, City of Rock Hill's Purchasing Policies and Procedures Manual, as amended or supplemented from time to time are hereby incorporated by this reference and shall be applicable to this Request for Proposal and the City reserves all alternatives, terms and conditions as set forth therein.

5.7 Compliance with laws: The successful proposer shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances, and rules during the performance of any purchase between the company and the City. Any such requirement specifically set forth in any purchase document between the company and the City shall be supplementary to this section and not in substitution thereof.

5.8 Suspension and Debarment: The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

5.9 Subcontractors: The awarded company agrees that they shall not delegate, subcontract or assign all or any portion of the project to any third party without the express written consent of the City.

5.10 Brand Name: The use of a brand name, if applicable, is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.

5.11 Local Providers: Companies submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

6.0 Scope of Services

6.1 Background: In an effort to help small businesses impacted by the COVID-19 crisis the City of Rock Hill is seeking a partner financial institution to assist in the deployment of a local small business assistance. The program aims to increase access to low-interest loans for local small businesses that have been impacted by COVID-19 but have not been able to secure funding or assistance from federally funded programs. A goal of the program is to assist small businesses in recovering from the loss of revenue they have experienced due to the pandemic.

6.2 Requested Banking Services

6.2.1 Managing intake and reviewing applications.

The selected financial institution will work with the City of Rock Hill on the design of a streamlined application/intake process for small businesses seeking this assistance. Time is of the essence, and it will be critical that this intake and initial review moves quickly.

6.2.2 Loan underwriting and packaging

The selected financial institution will be responsible for underwriting the loans, and making loan recommendations to the City of Rock Hill based on the underwriting criteria (which is currently under development). Loan amounts will be capped at \$10,000, with an estimated total of 100 loans to be issued. Loan proceeds may be used only for working capital, inventory and equipment. The loan may not be used to finance real estate or to refinance existing debt.

6.2.3 Loan Origination and servicing

The selected financial institution will prepare loan closing documents on behalf of the City, including documents such as promissory notes and security agreements, and close the loan. Upon approval of a loan, the selected financial institution will be responsible for origination of the loan and distribution of the proceeds in a timely fashion to the borrower. The selected financial institution will be responsible for serving the loans that have been issued, and handling defaults through the implementation of the City's Loss Mitigation Strategy for these loans (which is currently under development).

6.2.4 One-on-one small business technical assistance

The selected financial institution is being asked to provide one-on-one technical assistance to the small businesses approved for these loans to ensure a higher percentage of long term success and repayment.

7.0 Proposal Format

To facilitate review of your proposal by the City of Rock Hill, it is requested that your submission conform to the following format. Please provide a narrative, not to exceed two (2) pages, that describes the following:

- 7.1** The lender's relevant experience originating and servicing affordable small business financing products/services;
- 7.2** Lender capacity and ability to deploy loan capital for small business' lending activities;
- 7.3** Summary of manual underwriting systems and procedures and current company loss mitigation procedures;
- 7.4** Summary of other small business lending products you may be able to offer to applicants;
- 7.5** Summary of and capacity to deploy coaching and technical assistance to small businesses to help ensure their success;
- 7.6** Bios, resumes, and qualifications of personnel within your organization who will be involved with implementing the program.*

*These can be submitted as a separate attachment and won't be counted towards the two (2) page limit.

8.0 Evaluation

- 8.1** All responses are subject to a determination of “responsive” and “responsible” prior to award. The City is the sole judge as to the proposer’s “responsiveness” and “responsibility.” The City reserves the right to request additional information.
- 8.2** The City will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the City’s best interests.
- 8.3** The City’s evaluation team may elect to interview one or more proposing companies before making an award. The City shall not reimburse the company for the costs associated with the interview process. The City of Rock Hill assumes no responsibility for costs incurred in responding to this RFP.
- 8.4** The City’s evaluation team may elect to first rank proposals with a simple numeric score and then detail score only the top tier of proposals.
- 8.5** The City will evaluate responses on a weighted evaluation system. The categories and points assigned for each category are below:
- Experience originating and servicing small business financing products and services – 20 points max
 - Experience and capacity in small business loan underwriting and loan packaging – 25 points max
 - Experience and capacity in providing small business technical assistance and coaching – 25 points max
 - Accessibility to program applicants and City staff – 15 points max
 - Budget and costs for requested services – 10 points max
 - Availability of complementary loan products and services – 5 points max

9.0 Terms & Conditions

- 9.1 Illegal Immigration Reform Act Compliance:** The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub- subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors.
- 9.2 Indemnification:** Company shall indemnify and hold City harmless from and against all liability, loss, damages or injury, and all costs and expenses (including attorneys’ fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising

from Company's or its Contractors' negligent performance of the Services under this Agreement, intentional misconduct, negligent acts or omissions, or breach of any term, covenant, representation or warranty of this Agreement.

9.3 Freedom of Information Act: All proposals will be public information, per FOIA guidelines.

9.4 Iran Divestment Act: The firm certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the SC State Treasurer; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

9.5 Agreement: The selected companies will be required to use the City of Rock Hill's standard agreement.

9.6 Non Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

9.7 WMBE Statement: It is the policy of the City of Rock Hill 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 employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

9.8 City Business License: The successful company, prior to execution of the contract, must possess or obtain a City of Rock Hill business license. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the company is not currently doing other business inside the City limits. If the company is currently doing other business within the City limits of Rock Hill, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business

License Office at 803-329-5590 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Rock Hill.

9.9 Excluded Companies: Proposals from companies may be excluded for any of the following reasons:

- Reason to believe collusion exists among the companies
- The company is involved in any litigation against the City
- The company is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Excluded Vendors/Companies can resubmit complete company information with references for city review after a minimum of one year from the last excluded bid/proposal. City will contact Vendor/Company with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Company based on findings.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

10.0 Bid Sheet

PUR1037

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this proposal for the requested services:

Company (legal name): _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____

The questions below are for tracking purposes only and will have no bearing on the award of the contract.

Is your company located within the Rock Hill City limits? _____

Is your company located within York County? _____

Is your company a minority or woman-owned business enterprise (M/WBE)? _____

MWBEs are for-profit small business concerns where minority individuals or women own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans are presumed to be minorities.

Bidders should submit 3 copies of Bid Sheet, along with all other documents requested in the RFP.

11.0 Customer Service

Please remember, although you are a contracted City service, you each represent the City of Rock Hill during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Rock Hill expects from any contracted service.

Overview:

- Be friendly, courteous, and helpful
- Company uniforms must be worn at all times
- Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The Rock Hill Police Department along with the City of Rock Hill also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with city workings or investigative activities.

COMPANY: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____