

REQUEST FOR PROPOSAL  
**Farmer Market**  
Operation and Management of  
City of South Miami Farmers' Market



All interested operators of Farmers' Markets are invited to submit a proposal to the City of South Miami in accordance with the enclosed specifications. The submittal, consisting of the original unbound proposal and four (4) additional copies marked, Farmers' Market Proposal, must be received no later than 10:00 a.m. (EST), Friday, September 10, 2010 by:

IN PERSON OR SPECIAL COURIER OR U.S. POSTAL SERVICE

City of South Miami  
6130 Sunset Drive  
South Miami, FL 33143

This RFP and any addenda are available on the City of South Miami website at [www.cityofsouthmiam.net](http://www.cityofsouthmiam.net). To receive a printed or email copy of this document or any technical assistance, please contact Lisette Rivera at 305-663-6339.

Time is of the essence and any proposal received after 10:00 a.m. (EST), September 10, 2010, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in City Hall. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerers are responsible for ensuring that their proposal is stamped at City Hall by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible market operators are encouraged to submit proposals. The City of South Miami reserves the right to accept or reject any or all proposals submitted.

Sincerely,

Lisette Rivera  
Purchasing Manager

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## **Operation and Management of City of South Miami Farmers' Market**

### **I. PURPOSE**

The City of South Miami desires to receive innovative proposals from operators of Farmers' Markets that wish to operate and manage a Market on City property.

### **II. BACKGROUND**

In the interest of providing fresh food alternatives for our citizens, the City of South Miami wishes to encourage local growers through the use of City properties for Farmers' Markets. The City wishes to continue to support local agriculture by seeking the best qualified operator to host future Farmers' Markets on City property.

### **III. SCOPE OF SERVICES**

- Successful Offerer shall operate and manage a Farmers' Market on City property.
- Successful Offerer shall provide a list of the dates and times the Market shall be held.
- Successful Offerer shall provide the maximum possible quantity and variety of vendors for the market venue and proposed operation.
- Successful Offerer shall specifically detail exactly what support and services will be required of the City of South Miami.
- Successful Offerer shall specifically detail what compensation, reimbursement or other benefits may be paid to the City for the use of City Property.
- Successful Offerer must provide the By-Laws and operational guidelines/rules for the proposed Farmers' Market.
- Successful Offerer will be responsible for community outreach and publicizing the Farmers' Market including, but not limited to, signage and advertising.
- Successful Offerer will be responsible for adequate and appropriate staffing and management at the site(s) of the Farmers' Market.
- Successful Offerer will provide a Certificate of Insurance as specified by the attached Agreement.
- Successful Offerer will operate a weekend market lasting through the winter months.

- Successful Offerer must accept food stamps, preferably at \$1.50 of product per \$1.00 value of food stamps.
- Successful Offerer restore the property to its original state prior to the Market venue

#### **IV. ANTICIPATED SCHEDULE**

The following represents a tentative outline of the process currently anticipated by the City:

- Request for Proposals distributed August 20, 2010
- Mandatory Pre-bid conference held on August 30 2010
- Receive written proposals September 10 by 10:00 am
- Offer presented to the City Commission on September 21, 2010.
- The term of the agreement with a Successful Offerer will be negotiated on a case by case basis.

#### **V. CITY RESPONSIBILITIES**

Proposed City responsibilities shall be identified by the Offerer in their proposal. The level of proposed City responsibilities shall be used as one component of the evaluation of the proposals received.

#### **VI. GENERAL CONTRACT TERMS AND CONDITIONS**

##### **A. Mandatory Offerers' Pre-Bid Conference:**

The City has scheduled a Mandatory Pre-Bid conference whereby comments concerning the specifications or other provisions of the RFP can be received and considered including the City properties that may be available to host a Farmers' Market. All potential Offerers or their designated representatives must attend.

Location: City of South Miami  
6130 Sunset Drive  
South Miami, FL 33143

Date: Monday, August 30, 2010  
Time: 10:00 a.m.

Only those questions concerning the specifications and other provisions of the RFP or the potential facilities available will be considered. Only questions regarding clarification of the

specifications and other provisions of the RFP or as to the City properties available will be accepted at the mandatory Offerers conference.

**B. Award of the Contract:**

1. The City reserves the right to cancel this RFP or reject any or all proposals and to waive any informalities in the bids.
2. Under this RFP, the City may accept no proposals, one proposal or multiple proposals in its sole discretion.
3. The Successful Offerer shall, within fifteen (15) calendar days after prescribed documents are presented, execute and deliver to the City the agreement, insurance certificates, and any other documents required by the RFP.
4. Any agreement resulting from this RFP is not assignable.
5. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located at the following locations:

City of South Miami  
6130 Sunset Drive  
South Miami, FL 33143

Notice of award or intent to award may also appear on the City of South Miami website at [www.cityofsouthmiami.net](http://www.cityofsouthmiami.net).

**C. Controlling Law; Venue:**

This contract is made, entered into, and shall be performed in the City of South Miami, Florida and shall be governed by the applicable laws of the State of Florida. Any dispute arising out of the agreement resulting from this RFP, its interpretations, or its performance shall be litigated only in the Miami-Dade County District Court or the Circuit Court of Miami-Dade County, Florida.

**D. Offerer's Performance:**

1. The Successful Offerer agrees and covenants that its agents and employees shall comply with all City, county, state and federal laws, rules and regulations applicable to the business to be conducted under the agreement.
2. The Successful Offerer shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid personal injuries and property damage.
3. The Successful Offerer shall be an independent contractor and is not an employee of the City of South Miami.

**E. Employment Discrimination by Successful Offerer Prohibited:**

1. During performance of this contract, the Successful Offerer agrees as follows he appropriate Florida Statute:
  - (a.) The Successful Offerer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Offerer. The Successful Offerer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (b.) The Successful Offerer, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offerer, will state that such Successful Offerer is an equal opportunity employer.
  - (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Offerer will include the provisions of the foregoing paragraphs a, band c in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

F. Drug-Free Workplace to be maintained by the Successful Offerer:

Florida Statutes title XXXI chapter 440  
440.101 Legislative Intent-free workplaces  
440.102 Drug-free workplace

The provisions of the Drug-Free Workplace Act, section 112.0455, Florida Statutes, are applicable to state agencies and not to municipalities, but the provisions of sections 440.101-440.102, Florida Statutes, may be utilized by a municipality to establish a drug-free workplace program.

G. No Discrimination against Faith-Based Organizations:

The City of South Miami does .not discriminate against faith-based organizations as that term IS defined In the Florida Statute's

H. Successful Offerer Does Not and Shall Not Knowingly Employ an Unauthorized Alien:

During the term of this contract, the Successful Offerer does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

I. Payment:

Successful Offerer may propose compensation, reimbursement or other benefits paid or provide to the City of South Miami for the use of City property. Such remuneration shall be a component of the selection criteria.

J. Updated Event and Vendor List:

Successful Offerer shall provide a list of special events including dates, event duration, and description estimated attendance ("Event List") and a Vendor List to the City upon execution of the Agreement. Successful Offerer shall update and submit the Event List including events and attendance and the Vendor List based on actual operations on a monthly basis and submit to the City on the fifteenth day of the month of each subsequent month.

K. Minority and Women-Owned Businesses:

The City of South Miami actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals and if not already on the City's Offerer mailing list you may request application for inclusion on the list.

L. Termination or Suspension of Contract:

1. The City of South Miami reserves the right to terminate the agreement immediately in the event that the Successful Offerer discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offerer to comply with any section or part of this agreement will be considered grounds for immediate termination of the agreement by the City of South Miami at its sole discretion.
3. Notwithstanding anything to the contrary contained in the agreement between the City and the Successful Offerer, the City or Offerer may, without prejudice to any other rights it may have, terminate the agreement for convenience and without cause, by giving 30 days written notice to the other party.
4. The City may terminate or suspend the agreement due to emergency circumstances as defined by the City at its sole discretion.
5. The City may suspend the Farmers' Market due to the need to access City owned property for other uses with 10 days verbal and/or written notice to the Offerer.

6. If the Successful Offerer fails to host a scheduled Farmers' Market on two occasions, the City may terminate the agreement at its sole discretion.
7. If the Successful Offerer fails to provide the number of vendors that were specified in the Offerer's proposal, then the City may terminate the agreement at its sole discretion.

M. Taxes:

The Offerer shall be responsible for the payment of all City, county, state and federal taxes required by law.

The City of South Miami is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

N. Insurance Requirements:

The Successful Offerer shall maintain insurance to protect itself and the City of South Miami from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract. Such insurance shall conform to the Insurance Specifications (**see Attachment A**)

O. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offerer represents that in the preparation and submission of this proposal, said Offerer did not, either directly or indirectly, enter into any combination or arrangement with any person, Offerer or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).

P. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the City of South Miami. In the event that the Successful Offerer desires to subcontract some part of the work specified in the Agreement, the Successful Offerer shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Successful Offerer shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Agreement.

Q. Indemnification:

The Successful Offerer agrees to indemnify, defend and hold harmless the City of South Miami including its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees arising or resulting from or in any way connected with the operations of the Successful Offerer or any subcontractors, the provisions of services or the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offerer. The Successful Offerer shall at its sole cost and expense, and upon demand of the City, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the City, its officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature brought against the City, its officers, agents, employees and volunteers arising or resulting from or in any way connected with the agreement and the action or actions of the Successful Offerer or any subcontractor. The attorney(s) selected to defend the City shall be subject to approval by the City. It is understood that at all times herein the Successful Offerer shall be acting as an independent contractor.

R. Severability:

Any written agreement resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the agreement will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

S. Agreement Period:

1. The initial agreement term shall be for one year as negotiated with an individual Offerer. Each subsequent agreement year shall be subject to negotiation between the City and the Successful Offerer.
2. The agreement may be renewed for four (4) additional one-year terms upon written, mutual agreement between the City and the Successful Offerer.

T. Incorporation of Proposals by Reference:

The RFP and all components of successful proposals shall be incorporated by reference to contract documents as if its provisions were stated verbatim therein, in case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

## **VII. PROPOSAL SUBMISSION REQUIREMENTS**

- A. The City will not accept oral proposals or proposals received by telephone, FAX machine, telegraph or electronic mail.

- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offerer.
- C. The proposal and any other documents required shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- D. The time proposals are received shall be determined by the time clock stamp in City Hall. Offerers are responsible for ensuring that their proposals are stamped by City personnel by the deadline indicated.
- E. By submitting a proposal in response to this Request for Proposal, the Offerer represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work specified in this RFP.
- F. The failure or omission of any Offerer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions relating to the operation of a Farmers' Market on City property, shall in no way relieve any Offerer from any obligations with respect to its proposal or to the contract.
- G. Trade secrets or proprietary information submitted by an Offerer in response to this Request for Proposal shall not be subject to public disclosure; however, the Offerer must invoke the protection of this section prior to or upon submission of data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- H. A proposal may not be modified, withdrawn, or cancelled by the Offerer during the stipulated time period following the time and date designated for the receipt of proposals, and each Offerer so agrees in submitting a proposal.
- I. Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such a notice shall be in writing over the signature of the Offerer or by telegram; if by telegram, written confirmation over the signature of the Offerer shall be mailed and postmarked on or before the date and time set for receipt of proposals. 'A change shall be so worded as not to reveal the amount of the original proposal.

- J. Withdrawn proposals may be resubmitted up to the date and time designated for the receipt of proposals, provided that they are then fully in conformance with these Proposal Submission Requirements.
- K. If within two (2) business days after proposals are opened any Offerer files a duly signed written notice, accompanied by original work papers, with the City that there was a material and substantial mistake in the preparation of its proposal, that Offerer may withdraw its proposal. Thereafter, if the work is rebid or re-advertised for proposals, that Offerer will be disqualified from further submitting a proposal on the work.

## **VIII. PROPOSAL RESPONSE FORMAT**

- A. Offerers shall submit a written proposal that presents the Offerer's qualifications and understanding of the work to be performed. Offerers are asked to address each evaluation criterion and to be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the qualifications for this project.
- B. The Offerer should include in their proposal the following:
  - 1. Table of Contents - All pages are to be numbered.
  - 2. Introduction.
  - 3. Cover letter - signed by a person with the binding authority to enter into contracts with the City.
  - 4. Proposal Signature Sheet - Attachment B.
  - 5. Response to Scope of Services - The Offerer should address each section of the Scope of Services with an indication of the response. The Offerer shall identify any exceptions, referenced to the paragraph number, in a subsection titled "Exceptions".
  - 6. Business Profile - Offerers are to present a Business profile that shows the ability, capacity and skill of the Offerer, their staff and their employees, if any, to perform the services required by the agreement.
  - 7. Subcontractors - Information on any subcontractors that may be necessary to provide the services required subject to the terms in Section VI. (P)

Contained herein. Provide name, experience, address, telephone number and qualifications (If Applicable).

8. Vendors - Information on the prospective vendors and their products that shall participate in the market. This information should include the total number of confirmed or anticipated vendors to be expected at each market held.
9. Market Philosophy - Description of the market philosophy such as "producer-only" or a "locally produced or grown fresh produce, baked goods, dairy products, free-range meats, or other comestibles." 10.
10. References - provide a minimum of three (3) references, who could attest to the Offerer's past performance to provide services similar to those required for the agreement. The list should include contact persons and telephone numbers. Offerers may not use the City of South Miami as one of their references.
11. Appendices - are optional for Offerers who wish to submit additional material that will clarify their response to the RFP
12. List of the dates and times the Market shall be held.
13. Detail exactly what support and services will be required of the City of South Miami.
14. Detail what compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.
15. The By-Laws and operational guidelines/rules for the proposed Farmers' Market.
16. Information about how the Successful Offerer will provide community outreach and publicize the Farmers' Market.
17. Information concerning the management and staffing of the Farmers' Market by the Successful Offerer. Specifically, who will be present at each market to facilitate operation of the market and who can be contacted in an emergency.

## **IX. PROPOSAL EVALUATION/SELECTION PROCESS**

- A. Offerers are to make written proposals, which present the Offerer' qualifications and understanding of the operation of a Farmers' Market on City property. Offerers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities to provide the required services.
- B. Selection of the Successful Offerer will be based upon submission of proposals meeting the selection criteria. The selection criteria will include:
18. Special experience, technical capabilities, professional competence, and qualifications of the Offerer.
  19. Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide their services in accordance with the Scope of Services.
  20. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offerer's proposal for accomplishing the Scope of Services.
  21. References and fiscal stability.
  22. Compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.
  23. Annual length of the market period, daily duration of the market, vendor quantity and type, proposed market management and staffing.
  24. The maximum possible vendor selection for the market venue and proposed operation.
  25. The By-Laws and operational guidelines/rules for the proposed Farmers' Market.
- C. Selection will be made of two or more Offerers deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerers so selected. The compensation, reimbursement or other benefits that may be paid to the City shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each selected Offerer, the City shall choose the Offerer, which in its opinion, offers the best value to the City and shall award the agreement to that Offerer. Should the City determine in writing and in its sole discretion that only one Offerer is fully qualified or that one Offerer is clearly more highly qualified than the others under

consideration, an agreement may be negotiated and awarded to that Offerer. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Offerer's proposal as negotiated.

## ATTACHMENT A: INSURANCE SPECIFICATIONS

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The Successful Offerer shall maintain a comprehensive commercial liability insurance policy to cover all market operations on City property. Successful Offerer shall name the City as an additional insured on each policy of insurance related to the use of City property for the Farmers' Market. In addition, the Successful Offerer shall at all times during the term of the Agreement maintain:

- a. Worker's Compensation and Employers' Liability insurance under the State of Florida statutory requirements to protect the Successful Offerer from any liability or damages for any injuries, including death and disability, to any and all of its employees, volunteers, or subcontractors, including all liability or damage which may arise by virtue of any statute or law in force within the State of Florida, or which may be hereinafter enacted. The Successful Offerer shall deliver a copy of the Workers' Compensation and Employers' liability policies to the City within seven (7) business days of Notice of Award under the RFP. Performance under the Agreement will not commence until such evidence of insurance has been delivered to the City.
- b. Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence with a general aggregate limit of not less than \$2,000,000. Such policy must cover all operations of the Successful Offerer in conjunction with operation of a Farmers' Market on City property. The insurer shall be licensed to conduct business in the State of Florida and shall have an A.M. Best financial rating of A or better. The City of South Miami shall be named as an additional insured on the policy and it shall also be stated on the Insurance Certificate that this coverage is primary to other coverage the City may possess. A Certificate of Insurance naming the City as an additional insured shall be delivered to the City within seven (7) business days of Notice of Award under the RFP. Performance under the Agreement will not commence until a valid Certificate of Insurance evidencing the requirements of this provision has been delivered to the City.

The Certificate of Insurance evidencing the required coverage must be kept current by the Successful Offerer at all times. Failure to maintain all required insurance constitutes grounds for immediate termination of the Agreement by the City or cessation of all activities on City property by the Successful Offerer until all insurance requirements are met; at the sole discretion of the City.

# ATTACHMENT B: PROPOSAL SIGNATURE SHEET

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Farmer Market

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offerer represents that in the preparation and submission of this proposal, said Offerer did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.).

I hereby certify that I am authorized to sign and bind the Offerer to the proposal submitted and any resulting agreement with the City of South Miami.

NAME OF OFFERER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FED/TAX ID NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL**