

Request for Proposal Farmers Market April 7, 2017

Notice is hereby given that Miami Shores Village is hereby accepting requests for proposals to establish a Farmers Market within Miami Shores Village.

Location

The proposed location is the southeast corner of NE 94 Street and NE 2nd Avenue, also known as Optimist Park. Vendor booths will be allowed inside the park around the perimeter of the concrete sidewalks including the sidewalks around the oak trees inside of the park. Patrons will walk along the sidewalks only to prevent damage to the park grounds.

Scope of Services

- The successful proposer shall conduct market research of the community to determine the optimal types of products for sale, and time of the year to operate a Farmers Market and make recommendations to the Village staff.
- The successful proposer shall contact existing food and/or retail establishments operating within the Village and invite them to participate in the Farmers Market.
- The successful proposer shall provide an opportunity for the sale of backyard produce by Village residents.

Hours of Operation

The Farmers Market shall be open on Sunday only from noon to 4:00 PM unless otherwise approved in writing by the Village Manager. Set up may begin one hour before opening and clean up shall be completed by 5:30 PM. Park grounds shall be left in the same clean condition as before the Market opened. All trash and debris must be deposited in the dumpster provided by the Village.

Required Elements Of Proposal Submittal Requirements

Eight (8) copies of the proposal must be submitted no later than 5:00 PM on Friday, May 19, 2017, to the Village Clerk's Office, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138. Proposals received after the date indicated will not be considered.

RFP submittals shall be 8 ½ x 11 inches and organized in sections following the order specified under Contents.

RFP submittals shall contain the following information:

- 1) A letter of transmittal signed by an individual authorized to bind the proposing entity.
- 2) Provide a list of references and locations of farmers markets operated and/or managed, including the contact information of the individual responsible for overseeing the farmers market in the respective municipality or private organization.
- 3) Provide personal qualifications of the staff to be assigned to the Village Farmers Market, number of employees employed by the company and the number of years the company has been operating farmers' markets.
- 4) Provide proof of insurance including general liability, professional liability, automobile insurance as well as worker's compensation coverage for employees.
- 5) Sworn Statement on Public Entity Crimes.

Proposers shall thoroughly examine and be familiar with the RFP specifications. Failure of any proposer to receive or examine this document shall in no way relieve them of obligations pertaining to this RFP or the subsequent contract.

Any modifications from the stated terms and conditions can result in the rejection of the response as not being responsive to this RFP.

Delivering the response to the Village on or before the specified date and time will be solely and strictly the responsibility of the proposer. The Village will in no way be responsible for delays caused by the United States Postal Service, or other courier services, or a delay caused by any other occurrence. Offers by telephone or fax will not be accepted.

The submittal deadline shall be strictly observed. Proposals received after this date may not be considered. Such RFP's will be returned to the proposer unopened.

The Village reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of a contract or to deliver on time other contracts similar in nature, or who in the opinion of the Village, is not in the position to perform properly.

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

No successful proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the Village, which authorization may be withheld by the Village in its sole discretion.

Changes to the RFP may be made by and at the sole discretion of the Village.

Warranties – The proposer, in submission of its proposal, warrants to the Village that it will comply with all applicable Federal, State and local laws, regulations and orders in providing the services under the proposed documents.

The Village reserves the right to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the RFP process, and to accept or reject any items or combinations of items. The award will be to the proposer whose proposal complies with all of the requirements set forth in this RFP and whose proposal, in the sole opinion of the Village, is best, taking into consideration all aspects of the proposer’s proposal.

In the event that the successful proposer does not execute a contract within a time frame acceptable to the Village, the Village may give notice of intent to negotiate with the next most qualified proposer or to solicit new proposals and may proceed to act accordingly.

Insurance Requirements

Under the terms and conditions of all contracts, leases, and agreements, the Village requires appropriate coverage listing Miami Shores Village as Additional Insured. This is done by providing a Certificate of Insurance listing the Village as “Certificate Holder” and “Miami Shores Village is Additional Insured as respect to coverages noted,”. Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of “B+” or higher. (NOTE: An insurance contract or binder may be accepted as proof on insurance if Certificate is provided upon selection of the service provider.) The following is a list of types of insurance required and the limits required by the Village. NOTE: This list is not all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.

Types (Occurrence Based Only)	Minimum Limits Required	
General Liability	General Aggregate	\$1,000,000
Commercial General Liability	Products-Comp/Op. Agg	\$1,000,000
Professional Liability	Each Occurrence	\$ 100,000
Automobile Liability	Each Occurrence	\$ 300,000
Worker’s Compensation	Statutory Limits	
Employer’s Liability	Each Occurrence	\$ 100,000

Waiver of Subrogation: Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

Deductible: Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Failure to Maintain Coverage: The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this Agreement are satisfied.

Fees paid to the Village

The proposer shall provide the dollar amount they are willing to pay on an annual basis for the exclusive rights to operate a farmer's market at the referenced location. If no fees are included in the proposal explain why.

Selection/Evaluation Process

A selection/evaluation committee will be appointed to select the most qualified firm(s). The selection committee will have their findings presented to the Village Council.

Proposals will be evaluated on the following criteria

<u>Criteria</u>	<u>Point Range</u>
1. Qualifications and Experience Firm and staff qualifications and previous work related experience in the field of Farmers Market management.	0-30
2. References Provide letters of recommendation from past or current Municipalities/clients indicating the performance of the firm including the onsite employees.	0-30
3. Methodology The proposer shall outline their approach as to how they will secure vendors, communicate with our residents and Village staff, and ensure the market is properly staffed and organized each day of operation.	0-20

4. Fee Schedule

The proposer shall indicate how much they are willing to pay for the exclusive rights to operate a farmers market at Optimist Park.

0-20

**SWORN STATEMENT UNDER SECTION
287.133(3) (a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If
the Entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- 1) A predecessor or successor of a person convicted of a public entity crime; or
- 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted

of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ **[Signature]**

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)