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CITY OF PALESTINE REQUEST FOR PROPOSALS (RFP)

for

FARMERS MARKET MANAGEMENT SERVICES

November 2020

City of Palestine

504 N. Queen St.

Palestine, TX 75801



FARMERS MARKET MANAGEMENT SERVICES

I. REQUEST SUMMARY

The City of Palestine is seeking proposals to provide comprehensive management services for a farmers market in Downtown Palestine. The selected manager will be responsible for providing services in accordance with the Scope of Services outlined in Section V below.

II. SERVICES REQUIRED

The market manager (“Manager”) is responsible for all aspects of the Market’s management, including vendor selection, vendor space assignment, setup and breakdown supervision, marketing and promotion, coordination, security, invoice preparation, revenue collection, and other duties as required by Market functions and operations. The City Council recently directed staff to issue a Request for Proposals (“RFP”) to ensure the Management for fiscal year 2021/2022 is selected through a competitive and comparative process. If awarded, the contract term will be 24 months commencing January 1, 2021 and ending December 31, 2022.

III. BACKGROUND

The City of Palestine is a home rule City located in Anderson County and has a population of approximately 18,306 per the 2017 U.S. Census estimate. The City operates under a Council-Manager form of government with a Mayor, six (6) Council Members, and a City Manager. The Council Members are elected from single member districts, with the Mayor elected at large. The City Manager is the Chief Executive Officer of the City. It is the City Manager’s duty to execute and implement policies as established by the City Council.

IV. SUBMISSION OF RESPONSE

Your proposal shall be governed by the following schedule:

Delivery: Proposals must be sealed. Proposals may be mailed or hand-delivered to the City of Palestine, City Secretary. Sealed proposals for Farmers Market Management are due to the City Secretary’s Office by **3:00 p.m. on Friday, December 11, 2020**. Proposals received after this time will not be considered.

Mailing Address and Hand Delivery Address:

Teresa Herrera, City Secretary

ATTN – SEALED RFP 2020-030 - TO BE OPENED: 12/14/2020 AT 5:30 P.M.

504 N. Queen Street

Palestine, TX 75801

Please include on the sealed bid envelope:

“SEALED RFP 2020-030 - TO BE OPENED: MONDAY, December 14, 2020 at 5:30 P.M.”



IV. Submission or Response (cont'd)

Proposals received after this time will be returned unopened. The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification, and to waive any irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any cost incurred by respondents in the preparation of the proposal. Furthermore, this RFP does not obligate the City to accept or contract for any implied services.

Thursday, December 10, 2020 at 5:00 p.m., Central Standard Time ("CST")

Deadline for inquiries, questions, requests for information, or pre-proposal conference with the City Manager and staff. All questions must be submitted in writing. Pre-Proposal Conferences can be scheduled with the City Manager and staff prior to 5:00 p.m. on Thursday, December 10, 2020, to provide any additional information. Proposers must schedule an appointment by contacting the City Manager's office at 903-731-8415 to schedule.

Monday, December 14, 2020 at 5:30 p.m., CST

Opening of sealed RFPs during the Palestine City Council meeting. To be considered for this engagement you must meet the qualifications and satisfy the requirements set forth in this RFP.

Communications: All communications regarding the submission of your proposal are to be in writing directly through the City Secretary.

V. PROPOSAL REQUIREMENTS

Services provided will include but are not limited to:

The City of Palestine intends to obtain the services of a qualified manager to oversee all aspects of the Market as defined in Section B below. The Manager shall utilize best industry practices and/or best management practices, which may require additional services not explicitly enumerated. Proposers shall identify any additional services required, price them, and explain them in their response. All proposals must include guidelines and policies to be set forth by the Market Manager.

A. Standard Operating Procedures (SOP)

1. The mission of the Palestine Farmers Market is to provide a safe, community centered environment for local farmers and artisans to prosper.
2. The Proposer will not be compensated by the City of Palestine for management of the Farmers Market and all services as detailed in the Scope of Services and elsewhere within this RFP will be the Proposer's responsibility.
3. The income from the Farmers Market will belong to the selected Manager and all costs other than utilities and general facility maintenance will be the responsibility of the Manager.
4. Unless pre-approved by the City, all out-of-pocket expenses for Management services will be the responsibility of the Manager.
5. The Farmers Market facility will be provided at no cost to the Manager.



Standard Operating Procedures (cont'd)

6. Proposals are required to include two (2) copies of the Statement of Qualifications, guidelines and proposals

B. Project Requirements

The Manager's responsibilities shall include, but not be limited to the following:

General:

1. Curate a Farmers Market that provides quality items desired by the Palestine community in accordance with all State, County and City of Palestine requirements and regulations immediately after assuming the role as Manager.
2. Obtain, complete, and maintain all permits and supporting documentation to satisfy all permitting requirements of Anderson County, the State of Texas, and the City of Palestine.
3. Abide by all Federal, State, and local laws, rules and regulations, and all City policies and directions.
4. Present an annual report to City Council at the end of each market year (to be defined by Manager).
5. Adhere to specific security measures as denoted by the Palestine Police Department ("PPD"), the Palestine Fire Department ("PFD"), and the City's Development Services Department ("DSD") staff.

Market Specific:

1. The Market currently allows for up to 30 vendors to sell handmade, homemade or home grown goods, services, and prepared foods.
2. Manager is responsible for reviewing and establishing days and hours of operation of the Farmers Market and is required to post publicly.
3. Special events where street closures are approved, close streets and turning lanes not less than one (1) hour prior to Market operation time using appropriate signage and physical mechanisms as prescribed by the prevailing authorities. Two weeks advanced approval will be required through the City of Palestine Streets Department to close any streets and turning lanes.
4. As needed, open all streets and passageways, including the removal of signage and physical mechanisms, no later than two (2) hours after the close of each Market event.
5. Use designated parking areas for parking of vendor commercial and oversize vehicles.
6. Direct all vendor passenger and non-commercial vehicles to City parking lot for parking during market operations.
7. Ensure trip guards are used with all cables, cords, wires and conduits placed upon or running over ground.
8. Perform all janitorial duties including collection/disposal of trash during and after each Market operation day/event.
9. Create and implement a marketing and promotional program.
10. Discrimination or harassment in any form is prohibited. Discrimination or harassment is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation. As a



vendor for the Palestine Farmers Market, the vendor agrees to comply with all local, state and federal laws applicable which includes but is not limited to vendors compliance with Title VII, Civil Rights Act of 1964, as amended, the Texas Labor Code, the Drug Free Workplace Act of 1988, and the Americans with Disabilities Act, as well as Applicant's refraining from discrimination of persons based on race, color, religion, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation), national origin, disability, age, citizenship status, genetic information, political affiliation or participation in civil rights activities. Furthermore, while the City of Palestine fully supports the exercise of freedom of speech, the City of Palestine will not financially support or allow events on City property that incorporate or promote ideas of hate or which are intended to vilify, humiliate, or incite hatred against a group or a class of persons on the basis of race, religion, skin color, sexual identity, gender identity, ethnicity, disability or national origin. Manager and vendors are expected and required to abide by this policy.

VI. EVALUATION PROCESS

The City of Palestine reserves the right to accept or reject any and all submissions in the best interest of the City. Proposals will remain in effect for 90 days. Proposals cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before bid opening must be initialed by the signor of the proposal, guaranteeing authenticity. In connection with the evaluation, the City may invite one (1) or more applicants to make an oral presentation to the City Council. The following information will be taken into consideration during the evaluation process: 1. Meets qualifications identified in the Request for Proposal. 2. Complete and clear responses to requested information. 3. Familiarity with laws and regulations governing Texas municipalities and operating procedures relative to conduct City business. 4. Ability to provide the full range of services requested. 5. Demonstrates sound judgment, integrity, and reliability as determined by the references provided. 6. Results of an oral presentation to Council (if required). 7. Preference will be given to respondents located within 75 miles of Palestine. Proposal packages will be available on Monday, November 2, 2020 at 8:00 a.m., from the City Secretary's Office, 504 North Queen Street, Palestine, TX or on the City of Palestine's webpage: www.cityofpalestinetx.com. For a copy of the RFP package, access the City Web Site: www.cityofpalestinetx.com or phone Teresa Herrera, City Secretary at 903-731-8414 or e-mail: therrera@palestine-tx.org. Notice: Any notice provided by this RFP or required by law to be given to the respondents by City of Palestine shall be deemed to have been given and received on the next business day after such written notice was deposited in the U.S. Postal Service mail facility in City of Palestine, Texas by registered or certified mail addressed to the respondent at the address provided in the sealed respondent. Any interpretation, corrections, or changes to this Request for Proposals will be made by addenda. The sole issuing authority of addenda shall be the City of Palestine City Secretary. Addenda will be mailed to all who are known to have received a copy of this Request for Proposals. Bidders shall acknowledge receipt of all addenda.

VII. CONTRACT TERMS

Contract Term: The City will require the selected respondent to sign a separate, formal contract that fully incorporates all provisions of this solicitation. The City reserves the right to modify terms and



conditions of any proposed contract during negotiations with the respondent. Contract term will be 24 months.

Assignment: The selected respondent shall not sell, assign, transfer, or convey any resulting contract in whole or in part without the prior consent from the City Council.

Termination of Contract: The City of Palestine reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to meet delivery schedules.
2. Defaults in the payment of any fees.
3. Otherwise fails to perform in accordance with this contract.
4. Becomes insolvent and/or files for protection from bankruptcy law.

Termination of Convenience: The termination of the contract may be terminated without penalty, by either party by providing thirty (30) day's written notice to the other party, or under any other provisions provided by City Charter.

INSURANCE

1. The Contractor shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverages for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before management of the market commences.

2. Standard Insurance Policies Required:

- (a) Commercial General Liability Policy

3. General Requirements Applicable to All Policies:

- (a) General Liability shall be written by a carrier with a A:VIII or better rating in accordance with the current Best Key Rating Guide.
- (b) Only Insurance Carriers licensed and admitted to conduct business in the State of Texas will be accepted.
- (c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (d) "Claims Made" policies will not be accepted.
- (e) The City of Palestine, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.



(f) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Palestine.

(g) Upon request, certified copies of insurance policies shall be furnished to the City of Palestine.

4. Commercial General liability

(a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to conduct business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

(c) All endorsements and insurance coverage according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Palestine.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.