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CITY OF PALESTINE REQUEST FOR PROPOSALS (RFP)

for

FARMERS MARKET MANAGEMENT SERVICES

September 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 from persons and firms 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 or as assigned by the City. The City Council recently directed staff to issue a Request for Proposals (“RFP”) to ensure the Management for fiscal year 2020/2021 is selected through a competitive and comparative process. Dependent upon when contract is awarded a prorated contract will be issued through the balance of the fiscal year, September 30, 2021 and will be reviewed on an annual basis beginning in July of each fiscal year.

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

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 Monday, October 12, 2020.**

Proposals are required to include nine (9) copies of the Statement of Qualifications.

Please include on the sealed bid envelope:

“SEALED RFP 2020-015 - TO BE OPENED: MONDAY, October 12, 2020 at 5:30 P.M.”

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.



Mailing Address and Hand Delivery Address:

Teresa Herrera, City Secretary

ATTN – SEALED RFP 2020-015 - TO BE OPENED: 10/12/2020 AT 5:30 P.M.

504 N. Queen Street

Palestine, TX 75801

Your proposal shall be governed by the following schedule:

Monday, October 12, 2020 at 3:00 p.m., CST

Sealed, written proposals due at Palestine City Secretary’s Office Proposals received after this time will not be considered.

Thursday, October 8, 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 Conference:

The City Manager and staff will meet with any respondent prior to 5:00 p.m. on Thursday, October 8, 2020, to provide any additional information. Proposers must schedule an appointment by contacting the City Manager’s office at 903-731-8415 to schedule the pre-proposal conference.

Monday, October 12, 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.

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.



Standard Operating Procedures (cont'd)

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. Invoices may be submitted monthly and will be paid within thirty (30) days of receipt by the City.
5. Equipment costs for normal operation of the Market may be invoiced as line item expenses upon pre-approval of the City.
6. The Farmers Market facility will be provided at no cost to the Manager for the first 12 months of the contract. After that time has lapsed, the Manager will pay the City a rental fee for the facility which is required to be outlined in the proposal.

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. Keep, update, and maintain weekly records of vendors, sales and revenue in an orderly fashion to be presented to City Council on a quarterly basis.
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.
7. Track Market attendance and provide quarterly reports.
8. Prevent unauthorized vendors and/or local merchants from participation in market without prior specific approval of City's market administrator.

Market Specific:

1. The Market shall include up to approximately 30 vendors, of which 75 percent sell produce and 25 percent sell handmade, homemade or home grown goods, services, and prepared foods. The Manager shall provide the City with a list of vendors and their contact information on a quarterly basis to ensure compliance with the required threshold proportions.
2. Review and establish days and hours of operation of the Farmers Market and post publicly.



Market Specific (cont'd)

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. Please see Addendum A for the City of Palestine guidelines that will be required in the Vendor Handbook.
10. Create and implement a marketing and promotional program.

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. Cost of providing basic and hourly services as per the submitted rate schedule. 7. Results of an oral presentation to Council (if required). 8. Preference will be given to firms located within 75 miles of Palestine. Proposal packages will be available on Monday, September 14, 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.

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.

VIII. INQUIRIES

Any questions relating to this Request for Proposals must be submitted in writing to:

City of Palestine, Attn: Teresa Herrera, City Secretary, 504 North Queen Street, Palestine, TX 75801 or Email: therrera@palestine-tx.org



Addendum A

City of Palestine Vendor Minimum Rules & Requirements to be included in proposal:

1. Vendors must furnish their own display equipment in designated stall area. Produce, displays, and signage must remain in your designated area and not block another vendor's space or the drive-thru area.
2. Vendors must present their products in a professional and clean manner. Vendor spaces must be kept free from safety hazards. Produce unfit for human consumption should be properly disposed of and never displayed to the public.
3. Children will not be allowed at the market at any time, with exception of children 10 and up who may be assisting the vendor.
4. Trash containers located at the market should be emptied daily if the vendors are using the containers to dispose of produce. It is the vendor's responsibility to ensure their space is free of any produce waste that would attract varmints. All boxes must be broken down and placed in the dumpster.
5. Vendors shall maintain a courteous and professional manner at the market. All profane, abusive, and discourteous language is prohibited and shall be grounds for termination of selling privileges. No hawking of items is allowed. At no time may vendors encourage consumers away from other vendors in any manner, verbally or otherwise.
6. It is the responsibility of each vendor to abide by all state and federal regulations which govern the production, harvest, preparation, preservation, labeling, and/or safety of products offered for sale at the market. Vendors are liable for their own produce. Additionally, any required licenses must be placed in plain view of the consumers.
7. Vendors must be properly dressed. Shirts and shoes must be worn at all times.
8. Vendors may park in the area behind their stall on the street side if they have rented a space on either Spring St. or Main St. Please be courteous to other vendors when parking.
9. No spitting, smoking, fighting, or profanity is allowed at the Farmers Market.
10. No loitering or any other activity that disrupts the buying or selling at the market.
11. No running, riding bicycles, skateboarding, or skates allowed at the Farmers Market.
12. Vendors are allowed to sell wholesale or trade with other vendors.
13. Sale or giveaway of live animals is not permitted anywhere on the property. Vendors are to refrain from bringing personal pets to the market.
14. The City of Palestine reserves the right to do farm visits if necessary.
15. Alcoholic consumption and firearms are not allowed at the market.



16. Vendors contribute to accessibility at the market by clearing an ADA pathway within their booth spaces and clearing a fire lane.

17. 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.

18. Vendors must submit monthly sales totals to the Market Manager via email or text. Vendor sales will be used to determine the effectiveness of the market and allow management to present data to City Council quarterly.

19. Any organization wishing to do cooking or healthy eating habit demonstrations will be approved and scheduled accordingly by the Market Manager.

30. All vendors, without exception, must sign the Manager's Farmers Market Handbook agreement before they can sell at the market.