



REQUEST FOR PROPOSALS  
FOR OPERATION AND MANAGEMENT OF FARMERS MARKET(S)  
ON REDWOOD CITY PROPERTY  
RFP No. CM-112

**Description**

All interested operators of Farmers' Markets are invited to submit a proposal to the City of Redwood City in accordance with the enclosed specifications. The submittal, consisting of the original proposal and four (4) additional copies marked, **Farmers' Market Proposal**, must be received no later than 5:00 p.m. (PST), Friday, February 10, 2012 at:

City of Redwood City  
City Manager's Office  
1017 Middlefield Road  
Redwood City, California 94063

This RFP and any addenda are available on the Redwood City website at [www.redwoodcity.org/FarmersMarketRFP](http://www.redwoodcity.org/FarmersMarketRFP). To receive a printed or email copy of this document or any technical assistance, please contact Malcolm Smith at (650) 780-7305 or [malcolm.smith@redwoodcity.org](mailto:malcolm.smith@redwoodcity.org).

Time is of the essence and any proposal received after 5:00 p.m. (PST), February 10, 2012, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time stamp in the City Manager's Office. 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. Offerors are responsible for ensuring that their proposal is stamped at the City Manager's Office 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. Redwood City reserves the right to accept or reject any or all proposals submitted.

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**REQUEST FOR PROPOSAL**  
**Operation and Management of Farmers' Market(s) on Redwood City Property**

**I. PURPOSE**

Redwood City desires to receive innovative proposals from operators of Farmers' Markets that wish to operate and manage a market(s) on City property.

**II. BACKGROUND**

In the interest of providing fresh food alternatives for our residents, Redwood City has traditionally encouraged local agriculture through the use of City properties for Farmers' Markets. The City wishes to continue to support local agriculture by seeking the best proposals to host future Farmers' Markets on City property.

**III. SCOPE OF SERVICES**

The Successful Offeror shall be qualified and able to operate and manage a certified Farmers' Market(s), and shall submit the following:

- Provide a list of the requested location(s) where they wish to host a market(s).
- Provide a list of the dates and times the market(s) shall be held.
- Provide the maximum possible quantity and variety of certified farmer vendors for the market venue(s) and proposed operation. A small percentage of other retail and food products (non-certified farmers' market products) may be offered. Specify exactly what if any, non-certified farmers' market products are desired to be offered and the percentage such items will comprise of the proposed market.
- Specifically detail exactly what support and services will be required of the City of Redwood City.
- Specifically detail what compensation, reimbursement/cost recovery or other benefits may be paid to the City for the use of City Property.
- Provide the By-Laws and operational guidelines/rules for the proposed Farmers' Market(s).
- Be responsible for community outreach and publicizing the Farmers' Market(s) including, but not limited to, signage and advertising.
- Be responsible for adequate and appropriate staffing and management at the site(s) of the Farmers' Market(s).
- Provide a Certificate of Insurance as specified by the attached Agreement.
- Operate a weekly market at a minimum from May 1 through October 31 of each year, except on or near major holidays. The City prefers the longest market operation period possible.

- Provide a detailed description of signage being requested – no A-frames or sandwich board signs will be permitted and no spinners will be allowed.

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

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

- Request for Proposals distributed Thursday, January 12, 2012.
- Questions to be submitted to the City by January 25, 2012.
- Receive written proposals by 5:00 p.m. on Friday, February 10, 2012 (within 30 days).
- Conduct oral interviews with selected Offerors the week of February 13, 2012.
- Best and Final Offer due February 27, 2012.
- Offer(s) presented to the City Council on March 19, 2012.
- The term of the agreement(s) with a Successful Offeror(s) will be negotiated on a case by case basis.

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

Proposed City responsibilities shall be identified by the Offeror 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. Questions**

If Offerors have questions on the specifications or other provisions of the RFP, they shall submit their questions to the City of Redwood City attention to Malcolm Smith or via e-mail to [malcolm.smith@redwoodcity.org](mailto:malcolm.smith@redwoodcity.org) or mail them to 1017 Middlefield Road, Redwood City, CA 94063 by January 25, 2012. Only those questions concerning the specifications and other provisions of the RFP will be considered. Answers by the City of Redwood City will be provided to all those who have shown interest and or requested an RFP.

##### **B. Award of the Contract:**

1. The City reserves the right to cancel this RFP and 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 Offeror shall, within five (5) calendar days after prescribed documents are presented for signature, 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 City's website at [www.RedwoodCity.org](http://www.RedwoodCity.org).

**C. Controlling Law; Venue:**

This contract is made, entered into, and shall be performed in the City of Redwood City, California, and shall be governed by the applicable laws of the State of California. Any dispute arising out of the agreement resulting from this RFP, its interpretations, or its performance shall be litigated only in the San Mateo County Superior Court.

**D. Offeror's Performance:**

1. The Successful Offeror 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 Offeror 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 Offeror shall be an independent contractor and is not an employee of the City.
4. The dumping of wastes and food byproduct is illegal in storm drains, and is prohibited.
5. Outdoor cleaning of food service equipment shall be within the vendor's self-contained units as approved by the City.
6. Trash enclosure areas shall be designed to avoid run off into the storm drain system. Trash generated from each event shall be removed daily and not left in City enclosures.
7. Wastewater from vehicle and equipment washing shall not be discharged into the storm drain system.
8. The use of City water without a permitted meter is prohibited. Meters may be obtained through revenue services after leaving a deposit, and payment by Successful Offeror for water used is required.
9. An Environmental Health application may be required by the County of San Mateo's Environmental Health Division. [www.smhealth.org/enviro](http://www.smhealth.org/enviro).
10. Chemical toilets (porta-potties) shall be installed as described in Ch13, article VI of the Redwood City Municipal Code. They shall be placed at least 10' from the public street or sidewalk, and removed at the end of each market event (leaving them overnight is not acceptable).
11. The entire site must be cleaned and all garbage and trash. Vendor's and market equipment and property must be removed after each event
12. City real property may not be altered in any way without prior City approval. No stakes or other equipment may be attached to City Property

13. A traffic control plan, or entry and exit plan to the event showing ingress, egress, delivery routes, and parking, must be submitted and approved to the satisfaction of the Fire Marshall, Police Department's Administrative Sergeant, and Traffic Engineer.

14. The site cannot guarantee adequate nighttime lighting for an outdoor event. Event hours should be clearly posted and weekly farmers markets should be closed by sundown (season dependent).

**Employment Discrimination by Successful Offeror Prohibited:**

1. During the performance of this contract, the Successful Offeror agrees as follows

(a.) The Successful Offeror 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 Offeror. The Successful Offeror 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 Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror, will state that such Successful Offeror 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 Offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**I. Payment:**

Successful Offeror may propose compensation, reimbursement or other benefits paid or provided to the City of Redwood City for the use of City property. Such compensation or payment shall be a component of the selection criteria.

**J. Updated Event and Vendor List:**

Successful Offeror shall provide a list of dates for farmers' markets and also for any special events in addition to the regularly scheduled farmers' markets, including dates, event duration, description, estimated attendance ("Event List") and a Vendor List to the City upon execution of the Agreement. Successful Offeror shall update and submit such List including events and attendance and the Vendor List based on actual operations on a quarterly basis and submit to the City on the fifteenth day of the month after the last month of each quarter.

**L. Termination or Suspension of Contract:**

1. The City of Redwood City reserves the right to terminate the agreement immediately in the event that the Successful Offeror 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 Offeror to comply with any section or part of this agreement will be considered grounds for immediate termination of the agreement by the City of Redwood City at its sole discretion.

3. Notwithstanding anything to the contrary contained in the agreement between the City and the Successful Offeror, the City may, without prejudice to any other rights it may have,

terminate the agreement for convenience and without cause, by giving 90 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 terminate the agreement upon sale or lease of the property utilized by the Offeror with 30 days written notice to the Offeror.

6. The City may suspend any Farmers' Market(s) due to the need to access City owned property for other uses with 10 days verbal and/or written notice to the Offeror.

7. If the Successful Offeror fails to host a scheduled Farmers' Market on two occasions, the City may terminate the agreement at its sole discretion.

8. If the Successful Offeror fails to provide the number of vendors that were specified in the Offeror's proposal, then the City may terminate the agreement at its sole discretion.

**M. Taxes:**

The Offeror shall be responsible for the payment of all City, county, state and federal taxes required by law. The City of Redwood City 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 Offeror shall maintain insurance to protect itself and the City of Redwood City 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 Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding.

**P. Subcontracts:**

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Agreement, the Successful Offeror shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror 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 Offeror agrees to indemnify, defend and hold harmless the City of Redwood City 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 Offeror 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 Offeror. The Successful Offeror 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 Offeror 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 Offeror shall be acting as an independent contractor.

**R. Bonds**

The Successful Offeror shall submit a bond/deposit to cover the cost of any repairs (e.g. patch-up of asphalt, re-landscaping, etc.).

**S. 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.

**T. Agreement Period:**

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

**VII. PROPOSAL SUBMISSION REQUIREMENTS**

- A. The City will not accept oral proposals or proposals received by telephone, FAX machine, telegraph or electronic mail. Proposals submitted prior to this Request must be resubmitted to meet the requirements of this RFP.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- 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 stamp in the City Manager's Office. Offerors 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 Offeror 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 Offeror 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(s) on City property, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- H. A proposal may not be modified, withdrawn, or cancelled by the Offeror during the stipulated time period following the time and date designated for the receipt of proposals, and each Offeror so agrees in submitting a proposal. 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 Offeror or by telegram; if by telegram, written confirmation over the signature of the Offeror 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. 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. If within two (2) business days after proposals are opened any Offeror 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 Offeror may withdraw its proposal. Thereafter, if the work is rebid or re-advertised for proposals, that Offeror will be disqualified from further submitting a proposal on the work.

### **VIII. PROPOSAL RESPONSE FORMAT**

A. Offerors shall submit a written proposal that presents the Offeror's qualifications and understanding of the work to be performed. Offerors 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 Offeror 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 Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a subsection titled "Exceptions".
6. Business Profile – Offerors are to present a Business profile that shows the ability, capacity and skill of the Offeror, 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. References – provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the agreement. The list should include contact persons and telephone numbers. Offerors may not use the City of Redwood City as one of their references.
11. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response to the RFP.
12. List of the requested location(s) where they wish to host a market(s).
13. List of the dates and times the market(s) shall be held.
14. Detail exactly what support and services will be required of the City of Redwood City.
15. Detail what compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.

16. The By-Laws and operational guidelines/rules for the proposed Farmers' Market(s).
17. Information about how the Successful Offeror will provide community outreach and publicize the Farmers' Market(s).
18. Information concerning the management and staffing of the Farmers' Market by the Successful Offeror. 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. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the operation of a Farmers' Market on City property. Offerors 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 Offeror will be based upon submission of proposals meeting the selection criteria. The selection criteria will include:

1. Special experience, technical capabilities, professional competence, and qualifications of the Offeror.
2. Special experience, technical capabilities, professional competence, and qualifications of proposed personnel assigned to provide their services in accordance with the Scope of Services.
3. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's proposal for accomplishing the Scope of Services.
4. References and fiscal stability.
5. Compensation, reimbursement or other benefits that may be paid to the City for the use of City Property.
6. Annual length of the market period, daily duration of the market, location(s) of the market, vendor quantity and type, proposed market management and staffing.
7. The maximum possible vendor selection for the market venue(s) and proposed operation.
8. The By-Laws and operational guidelines/rules for the proposed Farmers' Market(s).

C. Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors 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 Offeror, the City shall choose the Offeror, which in its opinion, offers the best value to the City and shall award the agreement to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Offeror. The award document will be an agreement incorporating all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

## **ATTACHMENT A: INSURANCE SPECIFICATIONS**

Insurance. Successful Offeror shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Successful Offeror or their agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier authorized to do business in the State of California. The insurance carrier is required to have an A.M. Best Rating of not less than "A:VII."

A.1 Coverages and Limits. Successful Offeror, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney, approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Successful Offeror's indemnification obligations under this Agreement.

A.1.1 Commercial General Liability Insurance with a minimum \$1,000,000 limit per occurrence. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit. Such insurance shall name the City, its officers, agents, volunteers and employees additional insureds

A.1.2 Automobile Liability Insurance with a minimum \$1,000,000 limit each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

A.1.3 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall comply with the California Labor Code and Employer's Liability insurance shall contain minimum limits of \$1,000,000. Workers' Compensation and Employer's Liability insurance will not be required if Successful Offeror has no employees and provides, to City's satisfaction, a declaration stating this. Successful Offeror hereby grants to City a waiver of any right to subrogation for injuries covered by the Workers' Compensation policy and agrees to obtain an endorsement to the policy whereby the insurer waives any such right.

A.2 Notice of Cancellation. All policies required herein shall be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

A.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Successful Offeror will furnish certificates of insurance evidencing compliance with the insurance requirements, and the additional insured endorsement to the Commercial General Liability policy.

A.4 Failure to Maintain Coverage. If Successful Offeror fails to maintain any of these insurance coverages, then City will have the option to declare the Successful Offeror in breach, or may purchase replacement insurance at Offeror's expense.

A.5 Submission of Insurance Policies. City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

A.6 Primary Coverage. For any claims related to the Services and this Agreement, the Successful Offeror's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Successful Offeror's insurance and not contributory with it.

**ATTACHMENT B: PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #CM-112. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror 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.

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

NAME OF OFFEROR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
FED/TAX ID NO: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME  
(print): \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
FAX: \_\_\_\_\_  
DATE: \_\_\_\_\_

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