

12/21/2020

Carmichael Recreation and Park District (CRPD) written response to questions regarding the Request for Qualification (RFQ) for Certified Farmers Market Operator submitted by the 12/18/2020 deadline.

1. Under “Samples and Demonstrations” (page 3), you indicate that the operator may be required to offer a full demonstration prior to award. Please clarify what is meant by a “full demonstration” and whether you anticipate requesting one. **If the District determines a demonstration is needed, a demonstration may include a description of how the market will be managed. The description might be provided via a computer simulation or other media.**
2. Under “Qualifications/Inspection” (page 3), the RFQ grants the District the right to, “inspect the Service Provider’s facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Service Provider’s ability to perform.” In our view this grant of rights is overly broad given the nature of the transaction. Please confirm the District’s willingness to negotiate an audit/inspection right that is more appropriate to the nature of the relationship. **The District is willing to negotiate this term as appropriate to meet the District’s needs.**
3. The “Acceptance and Conditions” section (page 4) seems to be more appropriate for a purchase of services as opposed to a request to operate a Farmers’ Market. Please clarify how this paragraph applies and would be enforced as it relates to this RFQ. **The language applies to this service contract with respect to any services provided as well as any products that could be provided in support of the services.**
4. Under “Term of Agreement” (page 4) please clarify what is meant when you refer to annual renewals for two-year contract terms. **The District may opt to renew the contract for an additional two-year term at the mutual consent of the parties.**
5. With regard to the termination provisions previously referenced, please confirm the willingness of the District to negotiate mutual termination options that take into account the level of commitment and investment necessary of a dedicated market operator. **The District will review proposed changes to this language as set forth in any proposal it receives, and is willing to negotiate the termination provisions as appropriate to meet the District’s needs**

6. There are a couple of provisions that contain overly broad liability or indemnification obligations for the market operator. Specifically, these are under the “Independent Contractor” section (obligating the operator to indemnify the District for any contention by any “third party” that an employee-employer relationship exists) and the “Damage and Repairs” section (obligating the operator to be responsible for all repairs to the location despite it being open and available to the general public at many times when the market is not being operated). Please confirm the willingness of the District to negotiate indemnification and liability provisions that take into account the nature of the space and the extent to which the space is available outside of the operator’s presence and control. **Changes to liability and indemnification have to be reviewed and approved by Risk Management. To the extent possible, the District will review proposed changes to this language as set forth in any proposal it receives, and is willing to negotiate the provisions as appropriate to meet the District’s needs**

7. The first bullet in the “Specifications and Requirements” section (page 6) states that market operator “must be certified by an accredited Farmers Market authority.” Please clarify what is meant by this requirement. We are unaware of any accreditation authority in the United States. **The market operator must procure all necessary state and local permits necessary to operate a farmers’ market.**

8. We would like confirmation that the District is willing to negotiate the requirement that the market be operated with at least 75% “Farmers & Food Products.” In our view that percentage is arbitrary and does not take into consideration seasonal availability and environmental factors that are outside of the operator’s control (e.g., droughts). **District is willing to consider suggestions made by a proposer to add/substitute seasonal products.**

9. Please confirm that the District is willing to address Special Events outside the scope of this RFQ. We are certainly willing to explore Special Events - just as we have done throughout our long tenure as the operator of the Carmichael Farmers’ Market. However, in our experience, the best interests of the District are served by thoughtful, moment-in-time deliberations about the content, character and timing of the Special Event and therefore should be addressed separately from the RFQ for general market operation. **The District is not seeking proposals on special events outside the scope of the RFQ; however, the District can always be contacted separately regarding proposals to offer special events.**

10. Please clarify the financial terms of the relationship between the Market Operator and the District. It is unclear from the RFQ whether the District will be compensating the Market Operator for its service or whether the Market Operator will be compensating the District for use of the space. If the District intends to compensate the Market Operator, please specify the amount and nature of that compensation. If the District intends to charge the Market Operator for the use of the space, please specify the amount that will be charged. **This is an open term and to be negotiated with the successful proposer. The District's RFQ is focused on providing the best market for the community and not just about compensation.**

11. Please clarify what marketing assistance the District is willing to provide to promote the Farmers' Market (e.g., place on lawn kiosk, include in activities handbook, website and/or social media placement.) Post question and answer if you can. **The District will place an advertisement in its activity guide that is distributed to approximately 25,000 households, and promote the Farmers' Market via Social Media, E-Newsletter, and Fair Oaks Blvd Reader Board whenever there is available space and deemed appropriate. The District is open to proposal regarding other avenues of marketing that can be accomplished by the parties.**

12. With regard to the evaluation and scoring criteria, 5% of the score is attributed to "Pricing for Participating Vendors" but there does not seem to be any indication of how this element would be evaluated. As stated in the RFQ, that element simply notes "A rate sheet listing proposed fees charged by the Market Operator to vendors to participate in the Market." Please clarify how this element will be scored. **All proposals will be evaluated, and the District will score each on its own merits.**

13. On the topic of evaluation and scoring, the scale that is provided is 0 to 10 with 0 being "unsatisfactory" and 10 being "excellent." Can you please clarify the remainder of the scale? For example, what is the distinction between a 5 and an 8? Further, what instruction or guidance is being given to the evaluators to ensure a consistency in their approach to scoring? **This is a common scaling system that is left to the discretion of the evaluator to apply.**