



Request for Qualification

For

Certified Farmers Market Operator

Advisory Board

Michael Rockenstein, Chairman

Gayle Dax-Conroy, Vice-Chairman

Joyce Carroll, Member

Brooke Judd, Member

Byron Borman, Member

Proposals Due by 1:00 pm, Friday, January 8, 2021

Background:

The Carmichael Recreation and Park District has been serving the needs of the community since it was established as a dependent special district in 1945. The District is chartered by the County of Sacramento to manage park land and provide recreational opportunities to Carmichael residents. The District encompasses approximately 9.25 square miles and serves nearly 52,000 residents who live within the District’s boundaries including Carmichael and a small portion of Fair Oaks. The District is governed by a five-member Advisory Board, appointed by the County Board of Supervisors, to serve as the policy-making body for the District.

Introduction:

The Carmichael Recreation and Park District (District) is accepting proposals from qualified organizations to operate and manage a year-round certified Farmers’ Market on District property in accordance with the included specifications, terms, and conditions shown in this Request for Qualification (RFQ). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One signed original, three (3) copies, of the proposals must be submitted to the District Office by 1:00 p.m. on Friday, January 8, 2021. Due to COVID-19 restrictions our office is currently closed, so we will except PDF’s sent to mblondino@carmichaelpark.com in lieu of hard copies. Proposal can also be submitted in a sealed envelope clearly marked Certified Farmers Market Operator and addressed to:

**CARMICHAEL RECREATION
AND PARK DISTRICT
5750 Grant Avenue
Carmichael, CA 95608**

Questions regarding this RFQ are to be directed by e-mail to Mike Blondino, District Administrator at mblondino@carmichaelpark.com. Such contact shall be for clarification purposes only. The District must receive all questions no later than Friday, December 18, 2020. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the District website. Addendums and answers to submitted questions will be available via the Carmichael Recreation and Park District website by clicking “Projects” on the main page for the RFQ announcement. www.carmichaelpark.com

Schedule of Events:

ACTIVITY	DATE
RFQ Release to Vendors	Tuesday, December 8, 2020
RFQ Questions to District	Friday, December 18, 2020
Proposals Due	Friday, January 8, 2021
Completion of RFQ Evaluation and Vendor Notification of Tentative Selection	Friday, January 29, 2021
Anticipated Contract Execution	February 2021
Anticipated Start Date	March 2021

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

Withdrawal or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the District prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The District reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with Sacramento County Code.

Proposal Evaluation and Award:

Evaluation shall be made on the basis of the weighted scoring as noted in the **Evaluation and Selection Criteria**. A contract may be awarded to the responsible Service Provider who best meets the District's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the monetary value, but shall be based on a determination of which services offered serve the best interest of the District, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the District shall be notified in writing. Nothing herein shall obligate the District to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the District reserves the right to seek services from other sources, in the District's sole discretion.

Waiver of Irregularities:

The District retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFQ, and the District reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the District's sole discretion.

No Guarantee of Usage:

Any quantities listed in this RFQ are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the District. Service Provider must furnish the District's needs as they arise.

Samples and Demonstrations:

When required, the District may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the District may result in rejection of a proposal.

Use of Other Governmental Contracts:

The District reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the types of products and services specified herein. By responding to this RFQ, the Service Provider consents to the District's 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. The District reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The

District reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

Acceptance and Conditions:

The products and services must comply fully with the terms of the RFQ, be of the required quality and new unless specified by the District. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Service Providers expense.

Performance:

It is the intention of the District to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

Term of Agreement:

The term of the proposed agreement shall be for two years, beginning March 1st and ending February 28th of each year. The District may retain the Service Provider for an additional two years, renewed on an annual basis, if satisfactory terms of renewal can be negotiated.

Standard Terms and Conditions:

The following clauses, in substantially the form presented, will be made part of a professional services contract the selected Service Provider will be expected to sign. It is anticipated that modifications and additions may be required once a Service Provider has been selected.

- a) Termination and Breach of Contract: The District may terminate the Contract for the breach of any covenant, term and condition of the Contract by the Service Provider, its officers, agents or employees, provided the breach is not cured within ten (10) days after written notice thereof is presented to Service Provider. In the event that the Contract is for any reason terminated for cause by the District, Service Provider shall be liable to the District for the expense of the District arranging to obtain any services provided herein from an alternative source. District may terminate this Contract after thirty (30) days' notice for any reason.
- b) Time of the Essence: Time shall be of the essence with respect to each term and condition of this Contract.
- c) Indemnity: Service Provider agrees to indemnify, defend, and hold harmless, the District and the County of Sacramento, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Indemnified Party," and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of the Service Provider, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Service Provider, its employees, Service Provider's subcontractors at any tier, or any other party for which the Service Provider is legally liable under law.

- d) Insurance Requirements: Service Provider shall furnish the District with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The District Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the District before performance commences. The District reserves the right to require that Service Provider provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

MINIMUM LIMITS OF INSURANCE:

CONCESSIONAIRE shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

- e) Independent Contractor: It is understood and agreed that the Service Provider (including the Service Provider's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of District. Service Provider shall indemnify and hold District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists. The District has and shall retain the right to exercise full control and supervision of the services to be rendered to the District and full control over Service Provider in the performance of all services hereunder. The Service Provider shall be solely responsible for all matters relating to the payment of its employees, and all other regulations governing such matters.

Scope of Work:

Objectives:

The primary objectives of the Certified Farmers' Market are to:

1. Create a festive community event and social gathering place.
2. Offer community members an opportunity to purchase locally grown produce and other artisan goods.
3. Provide farmers an opportunity to sell their products locally.
4. Provide local businesses, artisans, and musicians an opportunity to participate.
5. Highlight the character of Carmichael.
6. Provide a mix of vendors and farmers that will appeal to a broad range of residents and visitors.
7. Explore the option of not only combining Special Events with the Farmers' Market, but creating new Special Events that would drive business to Carmichael Park and the surrounding area.

Specifications and Requirements:

- The successful submitter must be certified by an accredited Farmers' Market authority and able to operate a weekly, year-round Farmers' Market on Sundays from 8:00 a.m. to 1:00 p.m., but times can be negotiated.

- An abundant blend of market vendors is desired; however, the District strives to limit the sale of non-certified products to 25% or less of the total products offered. The successful submitter will ensure a balance amongst vendors as follows:
 - **No less than 75%** **Farmers & Food Products**
This category encompasses fresh fruits, vegetables, herbs or flowers, bakery products, nut and fruit package products, eggs, cheese, oils, prepared foods, and beverages meeting Sacramento County Environmental Health Standards
 - **Up to 25%** **Non-Food Products**
This category encompasses imitation flowers and floral, cookware, soaps, and other products
- Local businesses and organizations, artisans, and musicians should be given an opportunity to participate.
- The successful submitter shall submit and coordinate with the District on the following:
 - A detailed site plan that includes:
 - Vendor locations and an anticipated event circulation pattern. See Attachment A, Site Map.
 - A plan for additional restroom facilities during Special Events needs to be provided by the provider. The District provides portable restrooms throughout the park for public and vendor use as well as one permanent restroom located near the playground. Any additional restroom facilities must be provided by the submitter. Restrooms at the Clubhouse (located in the District Offices) can be available for at cost to service and maintain the restrooms during Market Event for Market Vendors and Staff only.
 - A staffing plan for managing the market each week that designates a Farmers Market Manager on site during market operations responsible for the conduct of the market in accordance with the contractual agreement developed between the Market Operator and the District.
 - Trash and recycling plan. Trash disposal and clean-up must be provided by the submitter.
 - Proposed signage for the site. The operator will be responsible for providing their own signage.
 - A proposed list of the dates and times of market events. Include any anticipated dates the market will not operate, such as holidays or festivals.
 - A copy of the operational guidelines/rules for the proposed Farmers' Market.
 - The suggested maximum capacity of Farmers' Market vendors each week.
 - Specific detail of support and services that will be required by the Carmichael Recreation and Park District.
 - A list of subcontractors and/or partners, if any, and their specific roles for the market.
 - A list of vendors the submitter will target and the details of their business, i.e. products sold and where they are produced.
 - A local vendor preference for farmers and food product vendors operating within the Carmichael limits must be extended.

- A rate sheet listing fees charged by the Market Operator to vendors to participate in the Market.
 - A discount to farmers and food product vendors operating within the Carmichael limits should be included.
 - A plan to participate and accept:
 - WIC Farmers Market and Senior Market Nutrition Programs
 - WIC Fruit & Vegetable Check program
 - California Advantage, Electronic Benefits Transfer (EBT) cards for local residents to enable use of food stamp benefits to purchase produce at the farmers' market
 - A sustainability plan for unsold produce – donations or commercial sale.
 - A copy of any and all permitting required to operate the Market from other local, county or state health and/or safety agencies.
 - A safety plan for all involved with the Farmers Market when dealing COVID-19 or similar issues.
- The District's name and/or logo must be included in a prominent position on all marketing materials developed to promote the Market. If any additional benefits are given to market sponsors, the District's support is also to be treated as a sponsor in terms of recognition and benefits.
 - The successful submitter must make available a minimum of two (2) spaces each week for the District and/or non-profit groups selected by the District to distribute information and/or take registration for their programs at no cost.
 - Damage and Repairs: The Service Provider shall be responsible for damage to the Event Facilities and equipment area within their control as a result of (i) any exercise by the Service Provider of the privileges granted under this Agreement, or any other act or omission of the Organization, including failure to comply with the obligations herein, (ii) the Service Provider use and occupancy of the Property, (iii) any breach or default by the Service Provider of the provisions of this Agreement, or any other act or omission of this Agreement, (iv) the bar and sponsor hospitality areas, including without limitation all activities related to these areas and this Agreement, whether undertaken by Service Provider or any third party, and/or (v) from any act, omission, or negligence on the by the Service Provider, its agents, contractors, employees, or licensees. At the end of the Agreement, Service Provider, at Service Provider's sole cost and expense, shall restore and return the Premises in substantially the same condition it was in at the commencement of the Agreement.
 - Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state, and local laws. Service Provider represents and warrants to the District that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a business license pursuant to County code.
 - A set or list of By-Laws and operational guidelines/rules for the proposed Farmers' Market that complies with current District codes.
 - Recruitment, screening, and retaining of Market Vendors based on the set or list of By-Laws and operational guidelines/rules.

Guidelines for Proposal:

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the District by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFQ shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFQ and should not contain redundancies and conflicting statements.

Proposals shall be printed double sided, submitted by pdf or on 8-1/2" x 11", with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

One signed original and three (3) copies, of the proposals must be submitted to the District Office by 1:00 p.m. on Friday, January 8, 2021. Due to COVID-19 restrictions our office is currently closed, so we will except PDF's sent to mblondino@carmichaelpark.com in lieu of hard copies. Proposal can also be submitted in a sealed envelope clearly marked Certified Farmers Market Operator and addressed to:

**DISTRICT OFFICE
CARMICHAEL RECREATION
AND PARK DISTRICT
5750 Grant Avenue
Carmichael, CA 95608**

Proposals shall contain the following information in the order listed:

1. Introductory letter:

The introductory letter should be addressed to:

Mike Blondino, District Administrator
Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFQ and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Qualifications and Experience:

Describe the Service Provider's capability for undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

3. Work Plan:

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFQ. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFQ.

4. Conflict of Interest Statement:

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the District, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the District to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

5. Supportive Information/References:

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

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Evaluation and Selection Criteria

Proposals will be evaluated using five (5) categories listed below. The evaluation criteria will be weighted as follows. A score of one (1) through ten (10) will be assessed in each category, and then weighted according to the percentage assigned to each category. The following represent the principal selection criteria, which will be considered during the evaluation process:

Qualifications, Experience, and References (30%)

Experience contracting with municipalities to operate a Farmers’ Market; experience and understanding of practices of governmental agencies; strength, stability, experience, and technical competence; assessment by client references.

Personnel and Staffing (20%)

Qualifications and experience of proposed personnel for requested services.

Work Plan (25%)

Depth of service providers understanding of District’s requirements; overall quality and logic of work plan.

Pricing for Participating Vendors (5%)

A rate sheet listing proposed fees charged by the Market Operator to vendors to participate in the Market.

Quality and Responsiveness of the Proposal (20%)

Completeness of response in accordance with the RFQ instructions.

Service Provider: _____

#	CRITERIA	RATING (1-10)	MULTIPLIER	SCORE
1.	Qualifications, Experience, and References		30%	
2.	Personnel and Staffing		20%	
3.	Work Plan		25%	
4.	Pricing for Participating Vendors		5%	
5.	Quality and Responsiveness of the Proposal		20%	

Un-weighted Scoring Range: Excellent = 10 Unsatisfactory = 0

Rating Performed By: _____

Print name

Signature

Date

Carmichael Park

Farmers' Market Map

