

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 22-08-01

Farmers Market

RFP OPENING: August 25, 2022 at 5:00 PM.

**Town Hall
4501 N. Ocean Boulevard
Lauderdale-By-The-Sea, FL 33308**

Town of Lauderdale-By-The-Sea RFP No. 22-08-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Farmers Market

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive proposals in person at Town Hall or electronically at townclerk@lauderdalebythesea-fl.gov until 12:00 p.m. (local), September 7, 2022.

The Town's contact information for this RFP is:

Town Clerk

4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Email: townclerk@lauderdalebythesea-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B	General Information	1
C	Scope of Work	2
D	Rules of Operation	3
E	Insurance and Licenses	3
Part II	General Information	4
A	Definitions	4
B	Invitation to Propose; Purpose	4
C	Contract Award / Term	4
D	Proposal Costs	4
E	Inquiries	5
F	Delays	5
G	Pre-proposal Meeting	5
H	Proposal Submission	5
I	Proposal Format	6
J	Experience	7
K	Approach to Providing Services	7
L	Compensation	7
M	Conflict of Interest	7
N	Additional Information	7
O	Proposal – Procedural Information	7
P	Public Records	9
Q	Irregularities; Rejection of Proposals	10
R	Evaluation Method and Criteria	10
S	RFP Solicitation & Selection Schedule	11
T	Representations and Warranties	12
U	Indemnification	13
Part III	Forms and Exhibits	
	RFP Form A. Qualifications Statement	1
	RFP Form B. Reference Form	3
	RFP Form C. Price Proposal Form	4
	RFP Form D. Proposer’s Certification	5
	Exhibit A. Market Conditions for Farmers Market Approval	7
	Exhibit B. Goods & Pricing	9
	Exhibit C. Site Plan	10

Farmers Market

Town of Lauderdale-By-The-Sea RFP No. 22-08-01

Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is seeking proposals from qualified vendors to manage and operate a Farmers Market in complete and strict accordance with specifications in the Request for Proposals. The site will be at El Prado Park located at 4500 El Mar Drive, Lauderdale-By-The-Sea, FL.

The Town will only consider proposals that provide for the continued management and operation of the Farmers Market primarily as a public market which provides the organization and facilities that connect communities to local farmers, produce dealers, artisans, and other vendors.

The primary objectives of the Farmers Market include:

- Offer community members an opportunity to purchase locally grown produce and other artisan goods every Sunday from the first Sunday in December through the first Sunday of May from 9:00a.m. – 2:00p.m.
- Provide local businesses and non-profits an outlet to participate in the community.
- Create a social gathering place in the community.
- Curate a mix of vendors and artisans that will appeal to both adults and children, with an emphasis on sustainable goods.
- Offer a compelling reason for both residents, visitors, and neighboring residents, to gather in Town on a weekly basis.
- Connect with a partner who will uphold the character and charm of Lauderdale-By-The-Sea by maintaining the highest level of professionalism and attention to detail in serving our community.

Proposers must demonstrate experience in the organization, operation, and marketing of farmers markets plus any other related activities that are involved with operating a Farmers Market. The Town will favor proposals that contribute to the vibrancy of the Town.

The Town expects the managing company to work independently, however, the Town will maintain a level of oversight in event activities. The Town reserves the right to have input on the overall strategy and may assist in outreach to stakeholders to help events succeed.

B. GENERAL INFORMATION

The Town of Lauderdale-By-The-Sea is a small seaside community located between Fort Lauderdale and Pompano Beach in Broward County, Florida. The Town has a permanent population of about 6,500 that almost doubles during the winter season. We pride ourselves in offering very personal attention to our residents and business community.

Farmers Market

Town of Lauderdale-By-The-Sea RFP No. 22-08-01

Part I – Statement of Work

The Town shall award a Contract for the management of the Farmers Market (“Market”) for a period of three (3) years with two (2) one-year renewal options. The following general information is provided to assist in drafting your response to the RFP. More detailed information is provided as Exhibit E.

1. The Market shall be held on Sundays beginning on the first Sunday in December and continuing through the first Sunday in May at El Prado Park from 9:00 a.m. – 2:00p.m. unless the Town relocates the Event site.
2. El Prado Park is located adjacent to the beach, across from a public parking lot and many visitors walk from nearby hotels and condos to the Market.
3. Public restrooms are available within walking distance from the event site.
4. Vendors are provided parking at Town Hall. Set up can begin no earlier than 7 a.m. and the area must be vacated and clean up completed by 3:00 p.m. No vendors will be allowed to park at the Farmer’s Market site.
5. El Prado Park can accommodate up to 30 vendors. Electric service is limited and cannot be provided to all vendors.
6. Vendors shall be set up in defined areas. Booths are to be set in the designated area in outlined in Exhibit G. Each vendor space is approximately 10’ x 10’.
7. One vendor space shall be reserved for the Lauderdale-By-The-Sea Chamber of Commerce and the Town may also reserve one vendor space at no charge for Town non-profits as well as one vendor space for the Town to promote Town events and programs and sell Town related merchandise.
8. The Town Fire Marshal must approve the use of any generators. Approval will require having a certified, working fire extinguisher at their site.
9. The Town will provide two banners – one at El Prado Park and one street banner to advertise the event. We will also advertise the event on the Town’s social media accounts.

C. SCOPE OF WORK

1. Responsibilities of the Market manager will include but not be limited to:
 - Onsite management the day of the Market
 - Acquisition and management of diverse, high-quality vendors to be scheduled at the Market
 - Scheduling of vendors
 - Site plan creation designating vendor location
 - Providing technical support for all events
 - Cleaning of the event area at the conclusion of the event
 - Maintenance of all event components including but not limited to canopy structures, existing park facilities, utilities

Farmers Market

Town of Lauderdale-By-The-Sea RFP No. 22-08-01

Part I – Statement of Work

2. The Market manager shall be entirely responsible for the acts and activities of all persons engaged as vendors or salesmen. Market employees shall always be polite and courteous in their dealing with patrons.
3. The Market manager shall train and closely supervise employees and advise vendors so that they are aware of, and practice, the high standard of the Town and act in strict conformance with all applicable laws, rules, and regulations Town.
4. The Market manager's contact information must be shared with the Town, BSO, and VFD as the point of contact for the day of the Market.
5. The Proposer will meet all applicable fire and health codes for any on-site cooking or food preparation.
6. The Market manager shall clean the area and remove the trash after each event.
7. The Proposer assumes responsibility of all social media posting and activity above and beyond what the Town posts on the Town pages.

D. *RULES OF OPERATION*

Each Proposer shall adhere to the requirements outlined in the attached Market Guidelines (Exhibit E).

E. *INSURANCE AND LICENSES*

1. The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and shall conform to Section 17-9(3) of the Town Code of Ordinances, and (b) any required licenses.

END OF PART I

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** or **Contractor** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents, and elected officials.

The Town's contact information for this RFP is:

Town Clerk

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

Telephone: 954-640-4201

Email: townclerk@lauderdalebythesea-fl.gov

B. INVITATION TO PROPOSE: PURPOSE

The Town solicits proposals from responsible proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARD/TERM

The Town Commission anticipates entering a contract with the proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract but reserves the right to award more than one contract if it is in its best interest. If the Town selects a proposal, the Town will provide a written notice of the award.

The proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful proposer. The contract will be for one – three (3) year term, with the potential for two (2), two (2)-year extensions depending on performance.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or email written inquiries for interpretation of this RFP to the attention of the Town Clerk townclerk@lauderdalebythesea-fl.gov. Please mark the correspondence "RFP No. 22-08-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If an addendum is issued, the Town will email, mail, or fax the written addendum to any potential proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will try to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

No pre-proposal meetings are scheduled. However, proposers may schedule an on-site visit from August 26, 2022, to August 31, 2022, during normal business hours Monday through Friday from 8:00 AM to 4:30 PM. Proposers should contact townclerk@lauderdalebythesea-fl.gov to schedule such meetings.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) electronic copy of the proposal. The proposal shall be submitted as follows:

Email to: townclerk@lauderdalebythesea-fl.gov

Subject Line: RFP No. 22-08-01

Proposals may also be delivered personally to Town Hall (4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308) Monday – Friday between the hours of 8:30a.m. and 4:30p.m. to the attention of the Town Clerk.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened. Telephone confirmation of timely receipt of the proposal is encouraged and may be made by calling the Office of the Town Clerk at 954-640-4200 before proposal opening time.

It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

I. PROPOSAL FORMAT

To ensure a uniform review process and to obtain the maximum degree of comparability, the Town requires the proposals be organized in the manner specified herein. Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents. Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal - This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the proposer must sign the letter of transmittal.
2. Title Page - The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents - Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications - This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services. Each Proposer must include:
 - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
 - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.

 - Resumes and/or professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications, and authority.
 - Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

J. EXPERIENCE

The proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the scope of work requested in this RFP. Please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishments for each.

K. APPROACH TO PROVIDING SERVICES

This section of the proposal should explain the scope of work as understood by the proposer and detail the approach, activities, and work products to be provided.

L. COMPENSATION

The proposal shall document the fee proposal for the requested services on RFP Form C.

M. CONFLICT OF INTEREST

All Proposers must disclose with their Qualifications Statement the name of any officer, director, or agent who is also an employee of the Town. Further, all Proposers must disclose if any Town employee owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. If there is such involvement, a proposal may not be submitted for consideration.

N. ADDITIONAL INFORMATION

Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

O. PROPOSAL – PROCEDURAL INFORMATION

1. Interviews - The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which proposers may incur in connection with a presentation to the Town or related in any way to this RFP.
2. Request for additional information - The proposer shall furnish such additional information as the Town may reasonably require. This may include information which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.
3. Alternate Proposals - An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

4. Proposal Binding - All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following the proposal opening. Town may desire a proposal after the 120-day period. In such case, the proposer may choose whether to continue to honor the proposal terms.
5. Proposer's Certification Form - Each proposer **shall** complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

P. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the agreement, and following completion of the agreement until the records are transferred to the TOWN.

Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this agreement are and shall remain the property of the TOWN.

Upon completion of this agreement or in the event of termination by either party, any or all public records relating to the agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this agreement, the CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4201, Townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Q. IRREGULARITIES: REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the proposer fails to submit any required documentation, if the proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

R. EVALUATION METHOD AND CRITERIA

1. General - The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each proposer, including shareholders, principals, and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation committee shall evaluate all responsive submittals based on the following criteria. Each member of the evaluation committee will conduct an independent review of the responsive proposals after the scheduled request for proposal opening date. Each committee member will score the proposals by giving a score based on the point system outlined below. The committee members' scores will then be added together, and those scores will be the basis for the cumulative ranking. After the committee members' scores are added together and totaled, the firm with the highest cumulative score will be the first ranked firm.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

Criteria	Max Points
Meets Scope of Work Requirements	30
Experience with other local governments within the State of Florida	25
Qualifications and Experience of Principals and Staff	15
Financial Stability	15
History and Past Performance of the Proposer	10
Proposed Cost and Fees/Commission	5

2. Selection - The Town Manager shall appoint an evaluation committee (the "Committee") to evaluate the proposals. Depending on the number of responses received, the Committee may short-list the proposers to facilitate a more in-depth analysis of manageable number of responses. The short-listed proposers may or may not be interviewed by the Committee. The Committee will review and rank all proposals received and establish a list of selected proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee, or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified proposer. Each proposer should endeavor to submit its best proposal initially.

S. RFP SOLICITATION & SELECTION SCHEDULE

EVENT	DATE
Broadcast Date	August 25, 2022
Hosted On-Site Visits	August 26 – August 31, 2022
Answers Submittal Deadline	September 7, 2022 at Noon
Evaluations Committee Public Meeting	September 14, 2022 at 3:00PM
Date of Town Commission	September 28, 2022

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

T. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, proposer warrants and represents that:

- Proposer has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.
 - Proposer has visited the relevant site and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
 - Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
 - If applicable, ~~p~~Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by proposer, including safety precautions and programs incident thereto.
 - Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to proposer.
 - The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
- No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

SCRUTINIZED COMPANIES

Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate any agreement awarded pursuant to this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of such agreement.

If such agreement is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate such agreement at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part II – General Information

operations in Cuba or Syria during the term of such agreement. Proposer and any proposed subcontractors are not on the Scrutinized Companies that Boycott Israel List.

- No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors must also adhere to this policy and it must be included in their contracts as well. Proposer shall not give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner in accordance with Section 2-25(a)(1) of the Town Code of Ordinances.
- Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

U. Indemnification

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any resulting contract from this RFP, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this RFP or resulting contract. Contractor shall reimburse the Town for all the Town's expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of any resulting contract from this RFP. Nothing in this RFP or resulting contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

End of Part II

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED
RESPONSIVE.**

1. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name):
 - 1.1. The correct and full legal name of the proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation):
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail:
3. The address of the principal place of business is:
4. Company telephone number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. Indicate how many years your organization has been in business. Does your organization have a specialty?:
10. List the last three projects of this nature that the firm has completed. Please provide project description, reference, and contact information and cost of work completed:
11. Respond to the following questions. Have you ever failed to complete any work awarded to you? If so, where, and why:

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are in progress as of the date of submission of this Proposal for your company, division, or unit as appropriate:

Name of Project	Contract with:	Contract Amount	Date Contract Began	Date Contract Ends (Ended)

(Continue list as necessary)

13. Provide the following information for any sub-consultants you will engage if awarded the contract:

Subcontractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

14. Please provide a list of proposed products from vendors you would schedule at the Market (prohibited items include used, antique, purchased for resale, or flea market type items). The Market must include a mix of vendors and at a minimum one fresh fruit and vegetable vendor, one baked goods vendor, and one vendor for plants and fresh flowers. Additional Vendor Requirements may be found in Exhibit B.
15. The Market is located adjacent to residential properties. Please include potential entertainment options you —may include at the Market with this knowledge.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact:
Title of Contact:
Email:
Telephone Number:
Project/Services:

2. Name of Contact:
Title of Contact:
Email:
Telephone Number:
Project/Services:

3. Name of Contact:
Title of Contact:
Email:
Telephone Number:
Project/Services:

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

The proposer shall provide the percentage of monthly revenue collected they are willing to pay the Town monthly for the rights to operate a Market at the Location.

If the Proposer has an alternative fee schedule in mind, it shall be outlined here:

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Note: The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or proposer hereby authorizes the Town of Lauderdale-By-The-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

Name of Business

By:

Signature

Print Name and Title

Mailing Address

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

EXHIBIT “A”

Conditions for Farmers Market Approval

Proposer shall insure all conditions listed herewith are followed:

1. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Town shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval. Proposer shall be responsible for the cost of BSO security or additional detail requested by Proposer or the Police Chief.
2. Parking:
 - a. There will be no public or vendor parking on the median lane on El Mar Drive or in resident parking spaces unless previously approved by the Town.
 - b. Vendors may park in available spaces behind Town Hall between 7:00a.m. and 3:00p.m. with a permit provided by Town. Proposer understands that spaces are limited and available on a first come, first serve basis.
3. Final Site Plan must be submitted for approval no later than noon on the Wednesday before the next event.
4. The event space shall be free of all equipment and with all waste either placed in garbage cans on Event Site or carried off if there is insufficient space left in garbage containers. Proposer shall not place cardboard boxes, food, food waste, or food by product in Town garbage receptacles.
5. Clean up Deposit may be imposed, based on the final Site Plan, and will be due two weeks prior to each cleanup.
6. Clean up fee starting at \$150 will be charged if area is not clean to Town standards.
7. A Damage Deposit may be imposed, based on size of event and location.
8. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by respective departments.
9. The event site will be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public.
10. All related Fire Marshall and Building Official’s related requirements have been complied with.
11. The Proposer shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
12. Canopies, stage, tables, chairs, hanging articles, etc. shall not interfere with pedestrian walkways, ingress or egress. Sides may not be added to canopies or tents.
13. Set up of the event will start at 7:00a.m. and tear down will be completed by 3:00p.m.
14. Market Manager will be the last person to leave to ensure event site clear and clean.
15. Proposer shall have one (1) fire extinguisher (5 lb. or 2A 10 or 40BC) at each vendor that is cooking and two (2) additional fire extinguishers on site during the event.
16. No alcohol is permitted in the designated event area without proper licensing, permits, and insurance and approved in advance by the Town.
17. No balloons, burning candles, propane, or fires of any type are allowed under the canopies.
18. All sound systems shall be operated so as not to violate the Town’s Code, including Section 13 - 6, Noise Limitation in Zone B (-residential noise zone), such as " Noise shall not exceed 60 dBA or 65 dBC between

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

the hours of 7:00 a.m. and 10:00 p.m." Licensee shall ensure that all vendors acknowledge that the use /or placement of tables, chairs, products, boxes or signs outside of its assigned vendor space is strictly prohibited. Vendors agree to sell product within their assigned space only. All vendor activity MUST be conducted within the booth space provided. This includes giving out free samples and recruiting customers. Any vendor activity related to the Market outside the assigned vendor space is prohibited.

19. Vendors shall not bark, or shout in a loud or aggressive manner to patrons to make a sale. Proposer shall ensure that every Vendor anchors its 10 x 10' canopy on all four (4) corners with a minimum of twenty (20) pound anchors on each corner regardless of weather conditions. Vendor will be asked to remove its tent for failure to comply with these requirements.
20. Any canopies measuring over 10 x 10' will require a building permit each week used.
21. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
22. Proposer shall owe no monies to the Town at the time of the event. There shall be no monies due such as payment of weekly fees due at the beginning of the month, fines, moneys, fees, taxes, or other charges, permits, or licenses owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all monies due the Town are paid in full.
23. Permission for this event may be suspended or modified by the Commission, Town Manager, or his designated Staff.
24. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Licensee to comply with the terms and conditions of the Town' s event permit, for health or safety issues, or for the best interests of the Town.
25. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission' s policy direction on special events.
26. The onsite Town representative, in his or her sole discretion, may terminate an event due to the Applicant not complying with the terms and conditions of the Town' s event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

EXHIBIT “B”

Goods and Pricing

1. Vendors participating in the Market shall obtain, whenever possible, their produce and/or goods from within the state of Florida. Only high quality, artisanal type produce and products will be accepted.
2. Vendors are required to have proper permits appropriate to products being sold. Vendors should contact Florida Department of Business and Professional Regulation and/or Broward County Public Health department for proper licensing and requirements. Scales must be certified. Copies of licenses and permits must be submitted with this agreement.
3. The term “organic” shall not be used without certification under USDA NOP rules. Giving any false information regarding the products being sold is strictly forbidden.
4. The pricing of goods is to reflect the averages of current market prices without competitive undercutting.
5. Vendors must clearly display their prices.

Farmers Market

Lauderdale-By-The-Sea RFP No. 22-08-01

Part III – Exhibits

EXHIBIT “C”

Site Plan



