

**Traverse City DDA**  
Input Gathering for Farmers Market Space  
**Request for Proposals**

**BACKGROUND:**

The Traverse City Downtown Development Authority (DDA) operates the Sara Hardy Downtown Farmers Market. The DDA has tentative plans to make improvements to the market space in the next couple of years based on a 2002 plan and more recent plans that suggest physical improvements to the market space. The DDA feels, however, that input is needed to develop a current vision for the market space and the market itself. As such, the DDA is requesting proposals from qualified firms to provide professional services to gain this input and assist in developing a current vision.

The Sara Hardy Downtown Farmers Market lists as its purpose: "... to create a sales venue for area farmers, provide opportunity for consumers to purchase quality farm-grown goods, to provide a community gathering place, and to promote and stimulate economic development and create traffic in the Downtown area." The market serves as a part of a complete local food system linking growers with customers as well as restaurants in the downtown area.

The Sara Hardy Downtown Farmers Market takes place at the southwest corner of US-31 and Cass Street at parking lot "B" in downtown Traverse City. It is an open question as to whether the market would remain here or move somewhere else downtown.

**GENERAL PROJECT SCOPE:**

The City of Traverse City hereby solicits proposals from qualified consultants to provide professional services to gain input from farmers market stakeholders to assist in developing a vision for the farmers market space. The primary scope of work shall generally include the following:

- Review 2009 customer and vendor survey data as well as 2013 vendor meeting notes to understand baseline opinions of the market.
- Work with DDA staff to frame initial question to vendors and nearby property owners and businesses of whether a year round format should be pursued.
- Based on the answer to this initial question, assist DDA staff in gaining market space input from the following stakeholder groups:
  - Vendors
  - Customers
  - Nearby property owners and businesses
  - Local events coordinators
  - Market manager personnel
  - DDA Board of Directors
- Based on input, facilitate the development of a vision for the market space.

The DDA is able to dedicate staff to this effort in order to reduce its out of pocket costs. Though statistically accurate data is preferred, input gained by methods such as focus groups and town hall meetings would be acceptable for some stakeholder groups so as to reduce the cost of input gathering.

### **SUBMISSION OF PROPOSALS:**

Interested firms must submit four (4) copies of sealed proposals which should include at a minimum the following information:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project. Statement of work breakdown by lead firm and Subconsultants, if any.
3. Examples of experience with similar projects.
4. Narrative in which the firm delineates their understanding of what is being requested by the DDA in this proposal including the items of work they will accomplish for the DDA, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.
5. The methodology, approach or work plan, including timelines, which would be used to complete the project. The anticipated project schedule is attached as attachment B.
6. Proposal Sheet with "Not to Exceed" project cost.

**Sealed proposals must be submitted to Nick Viox, 303 East State Street, Suite C, Traverse City, Michigan, 49684 no later than 10:00 a.m., Friday, January 31, 2014.** "Input Gathering for Farmers Market Space" shall be clearly marked on the outside of the sealed envelope. Submittals sent by email or telefax will not be accepted. Questions may be addressed to Nick Viox (231) 922-2050.

### **EVALUATION OF PROPOSALS:**

All proposals received shall be subject to evaluation by the Downtown Development Authority staff. This evaluation will be conducted in the manner appropriate, as may be deemed by the DDA, for the selection of a firm for the purpose of entering into a service order to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The DDA does not intend to award a service order for this work solely on the basis of any response made to this request. It is possible but not currently anticipated that several firms who present acceptable proposals and who are shown to be qualified, responsible and capable of performing the work may be requested to interview with the DDA prior to any award of this work. The following facts, along with other items, will be considered:

1. The firm's expertise and experience as related to the required work.
2. The firm's understanding of the project scope and quality of the firm's project approach.

3. The cost and time scheduled as proposed.
4. Qualifications and availability of the key staff members proposed to work on this project.
5. Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.
6. Interview (if applicable)
7. Percentage of work allocation of Prime Consultant and Subconsultants.

**INSURANCE:**

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the Executive Director before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the City prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

Comprehensive General Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit with the DDA and the City of Traverse City listed as an additional insured, including:

1. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
2. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
3. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.

**SUPPLEMENTAL INFORMATION AND REQUIREMENTS:**

The DDA reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the DDA to do so. The DDA reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the DDA's choice. The DDA further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the DDA are considered public information. The DDA has the right to disclose information contained in the submittals. The DDA further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (R.F.P.). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The DDA is an Equal Opportunity Employer.

The selected Firm will be required to enter into a service order for this project. A sample service order is attached as Attachment A.

Any questions regarding this request for proposal shall be submitted in writing to the DDA at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

**PROPOSAL SHEET**

TITLE: REQUEST FOR PROPOSAL: INPUT GATHERING FOR FARMERS MARKET SPACE

DUE DATE: 10:00 a.m., Friday, January 31, 2014

Having carefully examined the attached R.F.P. addendums, and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal.

The undersigned submits this proposal and agrees to meet or exceed all requirements and specifications listed on the R.F.P., unless otherwise indicated in writing and attached hereto.

The undersigned certifies, as of the date of this proposal, not to be in arrears to the City of Traverse City for debt or contract or is in any way a defaulter as provided for in Section 152, Chapter XVI of the Charter of the City of Traverse City.

The undersigned understands and agrees, if selected to be awarded this work, to enter into a Consultant agreement with the DDA to supply this work.

The undersigned understands that the DDA reserves the right to accept any or all proposals in whole or in part and to waive irregularities in any proposal in the interest of the DDA. The Proposal will be evaluated and awarded on the basis of best value to the DDA. Criteria used, but not limited to, will be price, accessories, options and overall capability to meet the needs of the DDA.

The undersigned agrees that the proposal may not be withdrawn for a period of 60 days from the actual date of the opening of proposals.

General Services \$ \_\_\_\_\_

Not to Exceed Project Cost \$ \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title - print)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State, Zip Code)

**ATTACHMENT A  
SAMPLE SERVICE ORDER**

**ADDITIONAL TERMS AND CONDITIONS:**

**THE VENDOR, BY RENDERING SERVICE TO THE TRAVERSE CITY DOWNTOWN  
DEVELOPMENT AUTHORITY (DDA),  
HEREBY AGREES TO ALL PROVISIONS LISTED BELOW:**

1. **Non-Discrimination.** The Vendor agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. A breach of this covenant may be regarded as a material breach of this Service Order.
2. **Assignment.** There shall be no assignment or transfer of this Service Order or any part thereof unless mutually agreed to in writing by both parties.
3. **Venue.** Any and all suits for any and every breach of this Service Order shall be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of MI.
4. **Independent Contractor.** The relationship of the Vendor to the DDA is that of an Independent Contractor. The Vendor and the personnel employed by the Vendor shall not be deemed to be agents or employees of the DDA, shall not hold themselves out as employees of the DDA and shall not be entitled to any fringe benefits the DDA affords its employees.
5. **Required Insurance.** (*If DDA and City named as additional insured*): The Vendor shall provide the DDA with an endorsement to its insurance policy stating that the DDA and the City of Traverse City is named as additional insured and that a minimum of 10 days advance written notice will be provided in the event of cancellation; the Vendor shall also provide the DDA with an insurance certificate evidencing the required coverage. (*If DDA and City not named as additional insured*): The Vendor shall provide the DDA a copy of a certificate of insurance for any required insurance under this Service Order prior to performing any services. Such certificate shall provide that the DDA shall receive notice of any cancellation or material alteration in its coverage at least 10 days prior thereto. A breach of this provision may be regarded as a material breach of this Service Order.
6. **Workers Compensation.** The parties agree to maintain at all times while work is being performed under this Service Order, suitable workers compensation insurance pursuant to Michigan law and will, upon receipt of this Service Order, provide a certificate of insurance or copy of state approval for self insurance to the DDA Executive Director.
7. **Interpretation.** This Service Order shall be governed by the laws of the State of Michigan both as to interpretation and performance.
8. **Indemnification.** The Vendor shall defend, indemnify and hold the DDA, its agents, officials and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees arising out of the performance of this Service Order which is caused in whole or in part by the Vendor's negligent, careless or intentional act or omission, or that of any agent, employee, or subcontractor of the Vendor. The Vendor shall not be obligated to indemnify the DDA for the DDA's own negligence. This indemnification provision shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the DDA in an action against it. The Vendor expressly acknowledges and agrees that this indemnification provision is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This provision shall survive the termination of this Agreement.
9. **Time.** Time is of the essence in rendering the services described in this Service Order.
10. **Third Party Beneficiaries.** This Service Order confers no rights or remedies on any third party, other than the parties to this Service Order and their respective successors and permitted assigns.
11. **Freedom of Information Act.** The Vendor acknowledges that the DDA may be required from time to time to release records in its possession by law. The Vendor hereby gives permission to the DDA to release any records or materials received by the DDA as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*
12. **Arrears/Defaulter.** The Vendor certifies that as of the date of this Service Order, Vendor's company or Vendor is not in arrears to the DDA for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the DDA.
13. **Standard of Conduct.** The Vendor shall render all services under this Service Order according to generally accepted professional practices.
14. **Termination.**
  - A. **For Fault.** If the DDA Executive Director determines that the Vendor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the DDA Executive Director may terminate or suspend this Agreement in whole or in part upon written notice to the Vendor specifying the portions of this Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Vendor shall correct the violations referred to in the notice. If the Vendor does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Vendor at time of termination may be adjusted to cover any additional costs occasioned the DDA by reason of the termination. This provision for termination shall not limit or modify any other right to the DDA to proceed against the Vendor at law or under the terms of this Agreement.
  - B. **Not for Fault.** Whenever the DDA Executive Director determines that termination of this Agreement in whole or in part is in the best interest of the DDA or in the event that termination is required by any state or federal agency, the DDA Executive Director may terminate this Agreement by written notice to the Vendor specifying the services terminated and the effective date of such termination. Upon termination, the Vendor shall be entitled to and the DDA shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.