



## **SPECIFICATIONS - SARA HARDY DOWNTOWN FARMERS MARKET MANAGEMENT**

The Downtown Development Authority (DDA) is seeking a qualified firm or individual to manage the Sara Hardy Downtown Farmers Market in Downtown Traverse City, Michigan. The Farmers Market takes place on Wednesdays from 8 am-12 Noon and Saturdays from 7:30 am-12 Noon during the months of June through October, and Saturday mornings only during the month of May.

The DDA intends to select the qualifying individual or firm based upon established qualifications, ability, relevant experience, cost and other pertinent factors. The firm or individual will be required to accept a contract from the DDA for this work (a sample contract is attached). Please indicate, within your proposal, your connection to the farming community and how you propose to manage the needs of the market manager and staff listed below.

### **MARKET MANAGER**

#### **Summary**

The Market Manager for the Sara Hardy Downtown Farmers' Market is the main rule enforcement entity and point of contact for all vendors and customers during the market hours. They are involved in decision-making during the market and discussions with the Downtown Development Authority regarding decisions for the Market. The Manager must be familiar with all vendors, their products, and their applications throughout the season.

#### **Qualifications**

- Able and willing to work outside in all weather conditions
- Able to lift 40 pounds
- Strong communication skills
- Ability to handle and mediate conflict in a productive manner
- Strong organizational skills
- Ability to multitask
- Strong knowledge of all market rules and regulations
- Efficient basic math skills
- Ability to represent the market in a consistently positive and friendly manner
- Maintains a level of professionalism when dealing with the public
- Must be punctual and able to handle working very early mornings
- Ability to work independently as well as manage a team setting
- Must check email and answer phone calls regularly
- Maintain strong relationship with Traverse City DDA through regular communication
- Strong listening skills
- Ability to possess patience in taxing situations

- Ability to establish a good rapport with a diverse population

### Duties Include

#### Opening Market:

- Arrive at Market at 5:30 am on Saturdays and 6:00 am on Wednesdays
- Open “Birdhouse”
- Check to see if any non-market cars are in parking lot. Call Brickyard Towing immediately to remove any unwanted vehicles before vendors’ spots begin to fill up (231-947-8697)
- Help vendors find their spots if they are having any difficulties/questions
- Unlock public restrooms at the Clinch Park Marina
- Place Farmers’ Market signs in correct locations

### Food Assistance Program Transactions

- Be familiar with all the different food assistance programs the market offers (WIC, DUFEB, EBT, and Project Fresh). Information on all four programs is in the handbook.
- Inform customers about the difference between wooden and silver tokens
- Process bridge card transactions for customers.

### Collecting Vendor Fees

- Collect vendor fees daily. Be aware of different values per size of vendor space and which vendors have pre-paid
- Distribute receipts book for rounds General

### Birdhouse Duties

- Answer customer questions: Be knowledgeable of Market Rules and market events in order to be as helpful as possible to customers who may come with questions to the birdhouse
- Collect complaint/grievance forms and explain the process to whomever is filing the form
- Sell “Downtown TC” bags
- Ensure customers and vendors are following the market rules:
  - Closing Market
- Market closes at noon
- Collect tokens and food assistance vouchers from vendors, write up receipts of tokens/vouchers for vendor, and record transaction in Farmers Market Notebook
- Calculate vendor fee totals and deposit at the bank
- Retrieve Farmers Market signs and bring them back to the birdhouse
- Complete reporting requirements to the DDA
- Perform general cleanup of the birdhouse (cleaning out coffee containers, throwing out trash, closing up window, final counting of tokens, etc.)

- Organize any paperwork including:
  - DUFB Daily Report
  - Daily Market Sheet
  - Food Assistance Program Receipt Carbon Copies
  - Vendor Stall Payments Carbon Copies
  - A copy and receipt of the vendor payments ~~deposit~~

### Miscellaneous Duties

- Scheduling other staff for market days
- Scheduling/executing vendor visits (3 per month)
- Attend Farmers Market Advisory Board meetings
- Attend Committee meetings
- Reviewing applications and determining market map for upcoming season with DDA
- Communication with vendors throughout the season concerning attendance
- Scheduling vendor visits pre-season
- Maintaining a knowledge of items offered by vendors at the market compared to application to ensure consistency
- Data collection for the DDA (at least 6 per month)

## **MARKET STAFF DUTIES**

### Opening Market:

- Arrive at Market at 5:30 am on Saturdays and 6:00 am on Wednesdays
- Open “Birdhouse”
- Check to see if any non-market cars are in parking lot. Call Brickyard Towing immediately to remove any unwanted vehicles before vendors’ spots begin to fill up (231-947-8697)
- Help vendors find their spots if they are having any difficulties/questions
- Unlock public restrooms at the Clinch Park Marina
- Place Farmers’ Market signs in correct locations
- Brew coffee

### Food Assistance Program Transactions

- Be familiar with all the different food assistance programs the market offers (WIC, DUFB, EBT, and Project Fresh). Information on all four programs is in the handbook.
  - These tokens/coupons cannot be bought with cash. They cannot be used to provide change. Customers must have the full amount on their card to receive the EBT & DUFB tokens.
  - For Double Up Food Bucks, you cannot receive them without EBT. You can ~~only~~ provide a maximum of \$20 in matched funds per visit. The staff is required to record the last five digits of the card information on the record sheet, the amount of EBT provided and the amount of DUFB provided.

- New & Used Tokens will be separated for DUFEB. Please only use ones itemized as NEW. When you are running low, include that in your paperwork for Nick at the end of the day.
- The process for accepting tokens/coupons from vendors is as follows:
  - Step 1: Make sure that the vendor has a gray box under the food assistance program they are turning in tokens/coupons for on the Daily Market Sheet
  - Step 2: Count the tokens/coupons in front of the vendor
  - Step 3: Record the amount on the Daily Market Sheet
  - Step 4: Provide a receipt to the vendor (white)
- Inform customers about the difference between wooden and silver tokens
- Enact bridge card transactions for customers.

### Collecting Vendor Fees

- Around 10:00 am, begin rounds to collect vendor fees for the day. Be aware of different values per size of vendor space and which vendors have pre-paid
- Bring money bag and receipt book for rounds

### General Birdhouse Duties

- Answer customer questions: be knowledgeable of rules and events of market in order to be as helpful as possible to customers who may come with questions to the birdhouse
- Collect complaint/grievance forms and explain the process to whomever is filing the form
- Ensure customers and vendors are following the rules:
  - Customers: no dogs, no smoking
  - Vendors: proper signage displayed and in accordance with all other rules

### Closing Market

- Market closes at noon
- Collect tokens and food assistance vouchers from vendors, write up receipts of tokens/vouchers for vendor, and record transaction in Farmers Market Notebook
- Add up vendor fee totals and take money bag to bank by 12:00 noon
- Retrieve Farmers Market signs and bring them back to the birdhouse
- Perform general cleanup of the birdhouse (cleaning out coffee containers, throwing out trash, closing up window, final counting of tokens, etc.)
- Organize any paperwork for DDA to pick up:
  - DUFEB Daily Report
  - Daily Market Sheet
  - Food Assistance Program Receipt Carbon Copies
  - Vendor Stall Payments Carbon Copies
  - A batch report of all SNAP/EBT transactions
  - A copy and receipt of the vendor payments deposit

DDA  
CONSULTANT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the TRAVERSE CITY DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan municipal corporation, of 303 East State Street, Suite C, Traverse City, Michigan, 49684, (the "DDA"), and \_\_\_\_\_, a (sole proprietorship/partnership/corporation) of \_\_\_\_\_, (if a corporation, state of incorporation) (the "Consultant");

WHEREAS, the DDA desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

**SARA HARDY DOWNTOWN FARMERS MARKET MANAGEMENT**

and the Consultant wishes to furnish such technical and professional service to the DDA and has represented that the Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Agreement Documents. The following shall be deemed to be a part of this Agreement and incorporated herein.
  - A. Notice
  - B. Request for Proposals/Bids
  - C. Consultant's Proposal/Bid
  - D. Schedule of Payments
  - E. Timetable for Activities
2. Scope of Services. The Consultant shall provide services in accordance with and as set forth in the Agreement documents.
3. Compensation and Method of Payment. The DDA shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum of \$\_\_\_\_\_ in accordance with the Schedule of Payments.
4. Period of Performance. The services to be rendered under this Agreement shall commence upon execution hereof. This Agreement shall be in effect for the 2020 and 2021 Sara Hardy Downtown Farmers Market seasons through December 2021.
5. Independent Contractor. The relationship of the Consultant to the DDA is that of an independent contractor and in accordance therewith, the Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the DDA or make any claim, demand or

application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by the Consultant to be a joint venture.

6. The Consultant's Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. The Consultant shall be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

7. Recovery of Money. Whenever, under this Agreement, any sum of money shall be recoverable from or payable by the Consultant to the DDA, the same amount may be deducted from any sum due to the Consultant under this Agreement or under any other contract between the Consultant and the DDA. The rights of the DDA are in addition and without prejudice to any other right the DDA may have to claim the amount of any loss or damage suffered by the DDA on account of the acts or omissions of the Consultant.

8. Disclosure by City Commissioner. Pursuant to 1968 Public Act 317, a City Commissioner with a pecuniary interest in a business submitting a bid for which the DDA may enter into a contract or issue a service/purchase order is required to publicly disclose their pecuniary interest prior to awarding the contract or issuing the service/purchase order. A form is provided and should be included with the bid.

9. Indemnity. The Consultant shall indemnify and save harmless the City of Traverse City (City) and DDA, their officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the willful or negligent acts, omissions, or errors of the Consultant or its employees, agents, servants and subcontractors. Losses include damages the City and DDA may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement. The Consultant shall not be obligated to indemnify the City or DDA for the City or 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 City or DDA in an action against them.

The City and DDA hereby reserves the right to select its own counsel, in defense of any matter arising hereunder, and no payment or acknowledgment of liability, loss, fine, penalty or charge shall be made against the City or DDA without its express written consent. This indemnity shall survive the expiration and termination of this Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitation.

The Consultant 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.

10. Insurance. The Consultant agrees not to change and agrees to maintain the following insurance throughout the period of performance of this Agreement. The Consultant will upon execution of this Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City Clerk and DDA prior to termination or any change in the policy; and in the case where Consultant is required to name the City and DDA as additional insured, shall provide an endorsement stating that the City and DDA has been named as an additional insured onto such policy for all claims arising out of the Consultant's work. Should any required insurance be cancelled, materially reduced or expired, all activities under this Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City Clerk and DDA. Upon request by the City Clerk, Consultant shall provide a full copy of any insurance policy for insurance coverage required under this agreement within ten (10) days of request. This time frame may be extended by the City Clerk in cases where the policy has not been issued.

A. Commercial General Liability. The Consultant shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City and DDA being named as additional insured for all claims arising out of the Consultant's work, including completed operations coverage (if required in the Request for Proposals/Bids). For contracts in excess of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), the Consultant shall provide ISO general aggregate endorsement CG 25 03 which provides a project specific aggregate of \$2 million for general liability.

B. Workers Compensation. The parties shall maintain suitable workers' compensation insurance pursuant to Michigan law and the Consultant shall provide a certificate of insurance or copy of state approval for self insurance to the City Clerk upon execution of this Agreement.

11. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all federal, state and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

12. Standard of Conduct. The Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

13. The DDA's Obligation. The DDA shall provide the Consultant with all information currently available to the DDA upon request of the Consultant. The City Manager shall designate a DDA employee to be the DDA's representative for purposes of this Agreement.

14. Non-Discrimination. The parties agree 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 their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical



or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

15. Prohibition Against Assignment. This Agreement is intended to secure the service of the Consultant because of its ability and reputation and none of the Consultant's duties under this Agreement shall be assigned, subcontracted, or transferred without the prior written consent of the DDA CEO. Any assignment, subcontract or transfer of the Consultant's duties under this Agreement must be in writing.

16. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the DDA CEO and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the DDA.

17. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

18. Interest of the Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of the Consultant's services and duties hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. The Consultant further covenants that neither it nor any of its principals are in default to the DDA.

19. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the DDA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and contractors have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

21. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in this Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

22. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

23. Termination.

A. For Fault. If the DDA CEO determines that the Consultant 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 CEO may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant 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 Consultant shall correct the violations referred to in the notice. If the Consultant 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 Consultant 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 Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the DDA CEO 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 CEO may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the DDA shall pay the costs actually incurred in compliance with this Agreement until the date of such termination.

24. Force Majeure. If because of force majeure, either party is unable to carry out any of its obligations under this Agreement (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this Agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the DDA may terminate this Agreement.

25. Delay. If the Consultant is delayed in the completion of the work due to force majeure or otherwise, the time for completion may be extended for a period determined by the

DDA in its sole discretion to be equivalent to the time of such delay. The DDA may terminate this Agreement if the delay lasts for more than 30 days. Upon termination by the DDA, the Consultant shall be entitled to the costs actually incurred in compliance with this Agreement less any costs incurred by the DDA as a result of the delay until the date of such termination, but not more than the maximum Agreement amount.

26. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of the Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of the Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

27. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

28. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Michigan's Uniform Arbitration Act being PA 371 of 2012, MCL 691.1681 et seq or as otherwise agreed to by the parties. The parties shall mutually agree to the selection of an arbitrator and if they are unable to agree, the arbitrator shall be appointed by the chief judge of the 13<sup>th</sup> Circuit Court. Judgment upon the arbitrator's award may be entered in Grand Traverse County Circuit Court..

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

29. Reuse of Documents. All documents and electronic files delivered to the DDA are instruments of service in respect of the project. Nevertheless, all documents and electronic files delivered to the DDA shall become property of the DDA upon completion of the work and payment in full of all monies due the Consultant. Copies of the DDA-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the DDA to the Consultant are only for convenience of the Consultant. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the DDA for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the Consultant. Copies of documents that may be relied upon by the DDA are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files on electronic media of text, data or graphics or of other types that are furnished by the Consultant to the DDA shall be in a compatible software format for use by the DDA. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the Consultant's seal or the identification of the Consultant in the title block.

30. Freedom of Information Act. The Consultant acknowledges that the DDA may be required from time to time to release records in its possession by law. The Consultant 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.* Provided, however, that the Consultant shall not be held liable for any reuse of the documents prepared by the Consultant under this Agreement for purposes other than anticipated herein.

31. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

33. No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

34. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should the Consultant recommend further work concerning the project, the DDA is under no obligation to engage the Consultant in such work.

35. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

APPROVED AS TO SUBSTANCE:

DOWNTOWN DEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
Jean Derenzy, CEO

\_\_\_\_\_  
Leah Bagdon-McCallum, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Steve Constantin, Secretary

\_\_\_\_\_  
Lauren Tribble-Laucht, City Attorney

CONSULTANT

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print or type)

**E-MAIL ADDRESS:**

\_\_\_\_\_

## SCOPE OF SERVICES

[Request for Proposals/Bids and the Consultant's Proposal/Bid inserted here]

## SCHEDULE OF PAYMENTS

Payments may be made to the Consultant after satisfactory service and upon receipt of a valid invoice approved by the DDA.

Final payment shall be made upon completion of all the Consultant's services. Total payment including expenses shall be \$\_\_\_\_\_.

## TIMETABLE FOR ACTIVITIES

The Consultant's services shall commence upon execution of this Agreement. The schedule of activities shall follow the DDA's Request for Proposals/Bids and the Consultant's Proposal/Bid attached hereto and incorporated herein by reference.



**Bidder - Please complete and return**

**BID SUMMARY**

**TITLE: SARA HARDY DOWNTOWN FARMERS' MARKET MANAGEMENT**

**DUE DATE: FRIDAY, JANUARY 10, 2020 @ 2 PM**

Having carefully examined the attached specifications and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this bid. Bidder submits this bid and agrees to meet or exceed all requirements and specifications unless otherwise indicated in writing and attached hereto.

Bidder certifies that as of the date of this bid the Company or he/she is not in arrears to the City of Traverse City for debt or contract and is in no way a defaulter as provided in Section 152, Chapter XVI of the Charter of the City of Traverse City.

Bidder understands and agrees, if selected as the successful Bidder, to accept a Purchase Order / Service Order / Contract and to provide proof of the required insurance.

Bidder submits this bid and agrees to meet or exceed all the DDA's requirements and specifications unless otherwise indicated in writing and attached hereto. Bidder shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Bidder certifies that it is in compliance with the City's Nondiscrimination Policy as set forth in Administrative Order No. 47 and Chapter 605 of the City's Codified Ordinances.

The Bidder certifies that none of the following circumstances have occurred with respect to the Bidder, an officer of the Bidder, or an owner of a 25% or more share in the Bidder's business, within 3 years prior to the bid:

(a) conviction of a criminal offense incident to the application for or performance of a contract;

(b) conviction of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense which currently, seriously and directly reflects on the Bidder's business integrity;

(c) conviction under state or federal antitrust statutes;

(d) attempting to influence a public employee to breach ethical conduct standards; or

(e) conviction of a criminal offense or other violation of other state, local, or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of the DDA indicates that the bidder is unable to perform responsibility or which

reflects a lack of integrity that could negatively impact or reflect upon the DDA, including but not limited to, any of the following offenses or violations of:

- i. The Natural Resources and Environmental Protection Act.
- ii. A persistent and knowing violation of the Michigan Consumer Protection Act.
- iii. Willful or persistent violations of the Michigan Occupational Health and Safety Act.
- iv. A violation of federal, local, or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- v. Repeated or flagrant violations of laws related to the payment of wages and fringe benefits.

(f) the loss of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.

Bidder understands that the DDA reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the DDA. The bid will be evaluated and awarded on the basis of the best value to the DDA. The criteria used by the DDA may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the DDA. The DDA is sales tax exempt – Government.

Bidder agrees that the bid may not be withdrawn for a period of sixty (60) days from the actual date of the opening of the bid.

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
City,                      State,                      Zip

**EMAIL ADDRESS:**

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_

\_\_\_\_\_  
If corporation, state of corporation

REFERENCES: (include name of organization, contact person, and daytime phone number).

1. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

2. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

3. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

SUBCONTRACTORS: (include name of organization, contact person, daytime phone number, and services to be performed).

1. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Services to be Performed: \_\_\_\_\_

2. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Services to be Performed: \_\_\_\_\_

3. \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Services to be Performed: \_\_\_\_\_