

CITY HALL FARMERS MARKET

REQUEST FOR INFORMATION/QUALIFICATIONS

ISSUED: Thursday, September 2, 2010

DEADLINE FOR RESPONSE: Wednesday, September 15, 2010

at

**MAYOR'S OFFICE OF SUSTAINABILITY
CITY HALL
901 BAGBY, 4TH FLOOR
HOUSTON, TEXAS 77002**

**Address Questions to Hanna Murphy-Pack at
hanna.murphy-pack@houstontx.gov**

**CITY HALL FARMERS MARKET
REQUEST FOR INFORMATION/QUALIFICATION**

PROJECT DESCRIPTION AND BACKGROUND

The City of Houston (“City”) intends to enter into a contract with a farmers market organizer (“Market Organizer”) to host a Fall Pilot Certified Farmers/Produce Market (“Market”) at City Hall to provide local and organic produce and prepared food to downtown employees and residents. The City invites experienced area market organizers to submit statements of qualification to assist with the implementation of the pilot program.

PROJECT SCOPE OUTLINE

Property: The Fall Pilot Certified Farmers/Produce Market will be located at Hermann Square (around the Reflection Pond) in front of City Hall.

Term: The Fall Pilot Certified Farmers/Produce Market will be open every Wednesday from 10 am-2pm, and will begin on a date certain in October to be determined by the City and the Market Organizer. The Market will end at the end of 2010, unless the City and Market Organizer agree to additional terms.

Rent: The Market Organizer shall not be required to pay rent for the use of the City Property. The Market Organizer shall pay all costs and expenses necessary or appropriate to operate the Market, except for those costs and expenses that the City has expressly agreed to pay for pursuant to the terms of the contract.

Use: Only local vegetables and produce or prepared food will be sold at the Market. Organic food is highly encouraged.

GENERAL PROVISIONS

To qualify for selection, the Market Organizer must have operated and managed a certified local farmers/produce market for a period of at least two years within the last five years.

A certified farmers market means a farmers market that has been certified by the Texas Department of Agriculture pursuant to Subchapter D of Title 4 of the Texas Administrative Code.

The submitting Market Organizer must comply with Article III Division 3 of the Houston Code of Ordinances and any other related City of Houston and State licensing and inspection requirements.

SUBMITTAL REQUIREMENTS

To be considered for evaluation, the submitting Market Organizer shall submit a specific statement of qualifications addressing the following items:

Vendor Plan:

- Item 1: The farmers market shall consist of at least 30 vendors. List the potential vendor network/pool, including contact information or background information for each vendor, how long the vendor will participate, the ability to obtain different vendors for each week or to replace vendors that may not be able to participate during the entire pilot period.
- Item 2: The Market Organizer shall insure the farmers market offers a variety of different produce and prepared food while also ensuring high quantities of seasonal produce and prepared food. In addition, the Market Organizer may not limit one type of produce or prepared food to only one vendor.
- Item 3: The Market Organizer shall provide the City with a vendor fee schedule for the booth charges and will work to ensure it charges the lowest fee possible.
- Item 4: The Market Organizer shall encourage the acceptance of food stamps at the Market.
- Item 5: No crafts shall be sold at the Market.
- Item 6: The Market Organizer shall ensure that all vendors secure permits and licenses as required by the applicable City of Houston Code of Ordinances and the Health Services Department.

Management/Operation Plan

- Item 7: The Market Organizer shall provide a management and operation plan for running the weekly Market, including a description of the proposed staffing, time for set up and tear down, necessary infrastructure and marketing.

SELECTION PROCESS

A selection committee appointed by the Mayor's Office Of Sustainability will review the submittals and recommend the most responsive and highly qualified Market Organizer for selection.

SELECTION CRITERIA

An opportunity to organize a Farmers/Produce Market at City Hall will be awarded to the Market Organizer who has experience in managing and operating markets and who submits a sound vendor and management/operations plan. The above criteria will be evaluated on a point basis as outlined below:

1.	Experience	40 points
2.	Vendor Plan and List	30 points
3.	Management Operation Plan	30 points
	TOTAL	100 points

SUBMISSION DEADLINES

All submissions must be provided no later than Noon on **Wednesday September 15, 2010**. The packages shall be submitted in a sealed envelope with the Market Organizer name clearly identified on the outside of the envelope, or sent via e-mail. The packages shall be addressed to:

Hanna Murphy-Pack
City Hall

901 Bagby, 4th Floor
Houston, TX 77002

Hanna.murphy-pack@houstontx.gov

APPLICABLE CONTRACT PROVISIONS

The City and Market Organizer will execute a contract before the Pilot Farmers/Produce Market opens to the public. The following provisions shall be included in the contract with the Market Organizer.

Independent Relationship. The parties intend that the City and Market Organizer are independent of each other in the relationship created by the contract, and neither party shall conduct itself in any manner inconsistent with such independent status. Market Organizer shall manage the day to day operations of the Market and the City shall not have any responsibility or liability whatsoever, direct or indirect, in connection with any of the activities or conduct of Market Organizer, its employees, contractors, volunteers or its vendors, whether pursuant to the contract or otherwise.

Review of Licenses and Permits. Permits, certificates and all documents related to the operation and license of the Market shall be maintained on file at Market Organizer's offices and the City shall, from time to time and upon reasonable notice, have the right to examine, inspect and copy such of Market Organizer's documentation.

Fees. Market Organizer shall not be required to pay rent for the use of the City Property, but Market Organizer shall pay all costs and expenses necessary or appropriate to operate the Market, except for those costs and expenses that the City has expressly agreed to pay for.

Market Organizer Obligations.

Market Organizer shall provide a completely prepared Market that is presented in a first-class manner and with all aspects of the Market being undertaken by Market Organizer, at its sole cost and expense, unless expressly stated otherwise.

Market Organizer shall provide, at its sole cost and expense, all equipment to be used in connection with the Produce Market, unless expressly stated otherwise or agreed to in writing by the City, with the City having no obligation to agree to provide any such equipment.

If Market Organizer has not already provided the City with written description of the characteristics of the vendors and products to be sold prior to the Effective Date, Market Organizer shall provide the City with such information within ten (10) days of the Effective Date.

Indemnification. To the maximum extent allowed by applicable laws, Market Organizer covenants and agrees to and hereby does indemnify, protect, defend and hold the City of Houston and each of its, directors, officers, shareholders, members, agents, employees, elected employees and appointed officials, harmless from and against any and all demands, claims, suits, losses, damages, causes of action, fines, penalties, liabilities, costs, settlements, judgments and expenses (collectively, "**Indemnity Claims**"), including, but not limited to, those Indemnity Claims arising in favor of or brought by any of the Market Organizer's guests, invitees, employees, agents, consultants, contractors (of any tier), suppliers, vendors or representatives or any other person directly or indirectly employed by Market Organizer or any of the foregoing or for whose actions Market Organizer or any of the foregoing may be liable (collectively, the "**Market Organizer Parties**"), or by any governmental authority or by any other third party, whether arising in equity, at common law or by statute (including, but not limited to, the Texas Deceptive Trade Practices Act or similar statutes of other jurisdictions), or under the law of contracts, torts (including, but not limited to, negligence and strict liability without regard to fault) or property,

of every kind or character (including, but not limited to, Indemnity Claims for personal injury, emotional distress or real or personal property damage) and which are based upon, in connection with, relating to or arising out of, directly or indirectly (i) the Farmers/Produce Market or Market Organizer's use or occupation of the City Property or any portion thereof in connection with same, (ii) the actions, inactions, negligence, gross negligence or willful misconduct of Market Organizer, or any of Market Organizer Parties, (iii) the failure of any Market Organizer Party to comply with all applicable laws in connection with the Produce Market or the use or occupation of the Park or any portion thereof or (iv) any infringement of any intellectual property rights arising out of the Produce Market, EVEN IF DUE IN WHOLE OR IN PART TO ANY INDEMNITEE'S NEGLIGENCE OR OTHER FAULT, VIOLATION OF STATUTE (INCLUDING, BUT NOT LIMITED TO, THE TEXAS DECEPTIVE TRADE PRACTICES ACT) OR STRICT LIABILITY; *PROVIDED, HOWEVER*, THAT THE MARKET ORGANIZER'S OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL NOT EXTEND TO THE PERCENTAGE OF ANY INDEMNITY CLAIMS CAUSED BY ANY CITY INDEMNITEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Insurance. Market Organizer shall be required to provide a Certificate of Insurance evidencing the insurance required to be carried by Market Organizer and issued by an authorized representative of the insurer on such form as requested by the City, along with such other evidence of the compliance of such insurance. The Certificate of Insurance must be provided at least ten (10) days prior to the commencement of the Market. Market Organizer shall, at its sole cost and expense, obtain, keep, and maintain the following policies of insurance:

Commercial General Liability Policy. A commercial general liability insurance policy ("**Market Organizer's GL Policy**"), written on an occurrence basis, naming Market Organizer as the named insured (with the effect that Market Organizer and its employees and contractors of any tier are covered) and the City of as additional insureds and as additional certificate holders, affording protection against liability arising out of personal injury, bodily injury, sickness and death or property damage occurring, in, upon or about the Market. Market Organizer's GL Policy shall have the following policy limits: (i) \$1,000,000 for each occurrence and (ii) \$2,000,000 general aggregate. Products/ Completed Operations \$2,000,000 aggregate. As regards Produce Market Vendors, Market Organizer may satisfy this insurance requirement by requiring each vendor to obtain its own policy that otherwise meets the requirements of this section.

General Release of Rights and Claims. Market Organizer hereby, on behalf of itself and its heirs, administrators, successors and permitted assigns, does hereby release and forever discharge the City of Houston from any and all

manner of rights, claims or demands, liabilities or responsibilities, actions or causes in action, at law or in equity, whether accrued or unaccrued and whether known or unknown which Market Organizer may have had, now has or hereafter have arising out of, connected with, or based upon the contract or the performance or nonperformance thereof.

Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. This Agreement is also subject to the City of Houston Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

Illegal Substances and Activities. No illegal substances, drugs, weapons or activities are allowed on the City property, regardless of whether same are part of the Market.

Discrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion or creed, national origin or ancestry, sex, gender identity, sexual orientation, age, marital or domestic partner status, political affiliation or disability (including HIV or AIDS status) in the use or occupancy of the City property by Market Organizer, nor shall Market Organizer or any person claiming by, through or under Market Organizer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number or use of the patrons, lessees or vendees of the Park.

THANK YOU.