

RESOLUTION NO. 2017 - 212

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 17-33 AND TO EXECUTE AGREEMENTS FOR SJC AMPHITHEATRE FARMERS MARKET MANAGEMENT.**

**RECITALS**

WHEREAS, the County desires to enter into contract with Kathryn H. Provow, LLC to provide management of the farmers market at the SJC Amphitheatre in accordance with RFP No. 17-33; and

WHEREAS, the scope of the services will be to provide management services of the weekly farmers market held at the SJC Amphitheatre; and

WHEREAS, through the County's formal RFP process, Kathryn H. Provow, LLC. was selected as the highest ranked respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 17-33 to Kathryn H. Provow, LLC and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 17-33.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

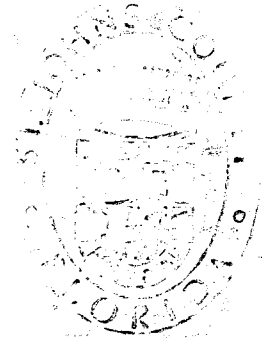
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of June, 2017.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk  
By: Pam Waltermen  
Deputy Clerk

RENDITION DATE 6/22/17





**CONTRACT AGREEMENT**  
**RFP NO: 17-33; SJC AMPHITHEATRE FARMERS MARKET MANAGEMENT**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement (“Agreement”), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **St. Johns County, FL**, (“County”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Kathryn H. Provow, LLC**, (“Contractor”), authorized to do business in the State of Florida, with Mailing Address: 239 N Whitney Street, St. Augustine, FL 32084; Phone No: (904) 315-9252 and Email: staampmkt@gmail.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective on the date of acceptance by St. Johns County, and shall remain in effect for an initial contract term of three (3) calendar years, and may be renewed for up to a maximum of seven (7) one (1) year renewal periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County’s determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term “Contract Documents” shall consist of all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Amendments. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Agreement.

**ARTICLE 3 - SERVICES**

The Contractor’s responsibility under this Agreement is to provide all labor, materials, equipment, and supervision necessary to manage the farmer’s market at the SJC Amphitheatre, in accordance with and as otherwise provided in the Contract Documents under RFP No: 17-33. The services required under this Agreement are stated in the Specifications attached hereto as Exhibit “A”.

Services provided by the Contractor shall be under the general direction of the General Manager of the Amphitheatre, or other authorized County designee, who shall act as the County’s representative during the performance of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services in as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the SJC Amphitheatre General Manager, or other designees, throughout the duration of this agreement. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

**ARTICLE 5 – PAYMENTS TO COUNTY**

- A. The Contractor shall be required to pay to the County, on the first day of each month, a total of thirty percent (30%) of all vendor fees collected from the previous month’s farmers markets, plus six point five percent (6.5%) sales tax, on the total monthly amount paid to the County. The vendor fees collected by the Contractor shall be in the amount of thirty dollars (\$30.00) for farm and grocery vendors, and thirty five dollars (\$35.00) for hot food, crafts, and plants vendors.
- B. Although there is no payment form or format pre-approved by either the County, or the Contractor, payments submitted by the Contractor shall include with each payment a statement detailing the payment terms of the contract as stated above. The County may request additional documentation/information regarding any payment submitted by the Contractor.
- F. The Contractor shall furnish and make available to the County all financial records concerning receipts and considerations from the management of the farmers markets, upon request from the County.

- G. Unless otherwise notified, payments shall be in the form of a Cashier's Check, made payable to the St. Johns County Board of County Commissioners, and delivered to:
- St. Johns County Cultural Events Department  
ATTN: Business Manager  
1340C A1A South  
St. Augustine, FL 32080
- H. The County may, at its discretion, change the payment due date upon seven (7) consecutive calendar days written notice to the Contractor. The County shall make no such changes less than fourteen (14) consecutive calendar days from the current payment due date.
- I. **FINAL PAYMENT:** In order for both parties herein to close their books and records, the Contractor shall clearly state "final payment" on the last payment remitted to the County. This indicates that all services have been performed and all charges and costs have been invoiced, and the corresponding payments have been submitted to the County and that there is no further work to be performed under this Contract.

#### **ARTICLE 6 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Agreement, such action shall constitute sufficient cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 8 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular

subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 10 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

#### **ARTICLE 11 – INSURANCE**

The Contractor shall not commence work under this Agreement prior to obtaining any and all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 12 – INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

**ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the Contractor shall not assign, sublet, convey or transfer its interest in this Agreement without the written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

**ARTICLE 14 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 15 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

**ARTICLE 16 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

**ARTICLE 17 - ARREARS**

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of

documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

**ARTICLE 20 – CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 21 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 22 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Agreement signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 25 - AUTHORITY TO PRACTICE**

The Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 26 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto.

Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 28 - FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

#### **ARTICLE 29 - ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

#### **ARTICLE 30 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Kathryn H. Provow, LLC  
**ATTN: Kathryn H. Provow, Owner**  
239 N Whitney Street  
St. Augustine, FL 32084

#### **ARTICLE 31 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

#### **ARTICLE 32 - PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the

Contractor or keep and maintain public records required by the County to perform the Services.

- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

**ARTICLE 33 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 34 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 35 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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**RFP NO: 17-33; SJC AMPHITHEATRE FARMERS MARKET MANAGEMENT**

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
County Representative Signature

\_\_\_\_\_  
County Representative Printed Name

\_\_\_\_\_  
County Representative Printed Title

\_\_\_\_\_  
Date of Execution

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**CONTRACTOR:**

Kathryn H. Provow, LLC  
\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Authorized Representative Name (Type or Print)

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

**RFP NO: 17-33; SJC AMPHITHEATRE FARMERS MARKET MANAGEMENT**

**EXHIBIT "A"**  
**SCOPE OF WORK**

The Contractor shall be responsible for providing for the operation and management of a farmer's market at the St. Augustine Amphitheatre, offering fresh and locally sourced food and hand-crafted items, every Saturday from 8:00am until 12:00pm.

**Local Focus:**

The farmer's market shall have a local focus, primarily offering fresh local produce, dairy and meats, as well as local/artisan prepared foods such as baked and pickled goods, fresh squeezed juices and locally sourced artisan seasonings and teas. The farmer's market may also offer hand-made crafts, plants, and other local or artisan non-food items.

For the purposes of this Request for Proposals, and for the subsequent Contract Agreement, "local" shall be defined as grown or crafted within one hundred (100) miles of the location of the farmer's market.

**Farmer's Market Composition:**

The Contractor shall be responsible for ensuring that the farmer's market shall be comprised of the following, unless otherwise approved by the County:

1. At least 50%, but no more than 60% of market vendors offering fresh foods such as produce, dairy, and meats.
2. At least 30%, but no more than 40% of market vendors offering artisan prepared foods such as baked goods, pickled goods, fresh squeezed juices, artisan seasonings or teas, or food truck vendors.
3. At least 10%, but no more than 20% of market vendors offering hand-made crafts, cut flowers, potted plants, or other unique non-food items.
4. One (1), but no more than three (3) entertainment or educational vendors, such as chef demonstrations, market music, food education, etc.
5. One (1), but no more than two (2) market vendor locations chosen by the County, at no cost to the County.

**Market Layout:**

The Contractor shall coordinate the layout of the farmer's market with the County. The County must approve final layout before implementation by the Contractor. No changes shall be made to the approved layout without prior written approval by the County. The Contractor shall be responsible for securing additional parking locations for farmer's market attendees as necessary.

**Set-Up/Take-Down/Clean-Up**

The Contractor shall be responsible for maintaining the area reserved for the farmer's market prior to and following the operations of the market each Saturday. The Contractor shall have one hour prior to the scheduled opening time of the market and one hour following the scheduled closing time of the market to perform set-up, take-down and clean-up of the area(s) used for the farmer's market. It shall be the responsibility of the Contractor to ensure that the farmer's market closes promptly at 12:00PM and that all vendors have cleaned-up their respective areas and exited the premises by or before 1:00PM. The Contractor will be charged a usage fee of two hundred fifty dollars (\$250.00) per each half-hour beyond 1:00PM that the SJC Amphitheatre property is occupied by one or more farmer's market vendors.

**Activity Restrictions:**

The County strictly prohibits certain activities at the farmer's market, and it shall be the Contractor's responsibility to ensure compliance with these restrictions from any and all market vendors, as well as visitors of the farmer's market. Any exception to these restrictions must be provided, in writing, by the County Administrator, or his designee, prior to any allowance of the activity at the farmer's market.

1. Sale of consumption of alcoholic beverages; federally-controlled substances; illegal narcotic substances; federally-banned products, devices, weapons, drugs, food or liquid, juices or drinks.
2. Sale of prescription drugs, federally-recalled products, devices, foods, or liquids, juices, or drinks; any product, device, or substance classified as or regulated as a hazardous substance under local, state, or federal law, rule, or regulation; any living animal, including pets and livestock.

3. Any other activities determined by the County to be prohibited.

The Contractor shall be required to notify the County if there is any request to provide any product, substance, or items at the farmer's market, questionable in nature, to determine whether or not the activity may be allowed.

**Market Administration:**

The Contractor shall be required to perform all aspects of administration of the farmer's market, including vendor solicitation, review and approval, collection of vendor fees, day-of-market operations, and resolution of conflicts that arise from or occur during the farmer's market. The Contractor shall be required to have a representative onsite at all times during the farmer's market operating hours, which includes times for set up and breakdown for all vendor booths. The contractor shall have representative(s) onsite prior to the arrival of the first vendor and shall have representatives onsite until any and all vendors have vacated the SJC Amphitheatre property.

The Contractor shall meet with County Staff bi-annually, at a minimum, to present/workshop proposals and innovative ideas for improving the operations of the farmer's market, and to improve overall sale of vendor spots and visitation of the farmer's market. The County may require additional meetings and coordination with the Contractor to ensure compliance with the terms of the Contract, and to appropriately evaluate performance by the Contractor.

**Rent/Use Fees:**

The Contractor shall pay to the County, an amount based on the proposed pricing structure as provided herein, as payment for the County's authorization to use the designated area at the SJC Amphitheatre facility for the farmer's market. Fees shall be paid to the County by or before the fifteenth (15th) day of each month, for the prior month's collected fees. The Contractor shall submit, with each payment to the County, a copy of the sales tax report furnished, by the Contractor, to the State Department of Revenue. The Contractor shall be assessed a late fee of three hundred dollars (\$300.00) per each business day beyond the fifteenth (15th) that payment is not received.

Vendor fees, collected by the Contractor, shall be all inclusive and shall not exceed forty dollars (\$40.00) per vendor spot, which is defined as a space in the farmer's market the measures 10'x10'.

**Reporting:**

The Contractor shall submit, with each payment, a monthly report detailing the number of participating vendors and estimated visitor attendance for each farmer's market conducted during the prior month. The report shall also include a list of 'active' vendors who have participated in at least one (1) farmer's market during the previous month. The listed vendors shall be categorized as fresh food vendors, prepared food vendors, craft vendors, or 'other' vendors, which would include vendors for market music, demonstrations, etc. The Contractor shall submit any additional reports upon request from the County. The monthly report shall also include a listing of any and all waiting list vendors, as well as any vendors that were disapproved from participating in the farmer's market with an explanation for the disapproval.

**Maintenance:**

The Contractor shall inspect the area of the SJC Amphitheatre used for the farmer's market, prior to each scheduled event in order to determine the overall condition of the area being used, and shall notify the County if there are any areas that require attention, repair, or closure prior to the farmer's market use of the area.

The Contractor shall be responsible for restoring the area(s) used for the farmer's market back to the original condition, including the restrooms used by market visitors. The Contractor must remove and properly dispose of any and all debris and garbage generated by the farmer's market, as approved by the County. In the event the County is required to expend funds to clean and/or repair any area utilized for the farmer's market, due to the improper maintenance by the Contractor, the County shall bill the Contractor for all amounts paid, including costs for County Staff time. The Contractor must pay any invoice from the County by or before the fifteenth (15th) of the following month for these charges.

**Facility Damage:**

The Contractor shall be responsible for any and all damages caused to the facility resulting from the use of the facility for the farmer's market. In the event that damage occurs, the County shall notify the Contractor within seventy two (72) hours of discovery. The County shall take photos of the damage before authorizing any repairs, and shall invoice the Contractor

any and all costs associated with repair of damages, incurred by the County, including, but not limited to costs for County Staff time. The Contractor shall pay the County for any damages by or before the fifteenth (15th) of the following month for these charges.

**Trash & Utilities:**

The Contractor shall empty all trash receptacles located within the area of the SJC Amphitheatre utilized for the farmer's market at the end of each market event and dispose of all trash in the designated, on-site dumpster, provided by the County. The Contractor shall ensure that all trash and debris generated by the farmer's market, vendors, and visitors of the market is removed from the area after each farmer's market event. In the event the County is required to expend funds to collect, remove, and/or dispose of market generated trash and/or debris, including trash and debris from vendors and market visitors, the County shall bill the Contractor for all amounts paid, including costs for County Staff time. The Contractor must pay any invoice from the County by or before the fifteenth (15th) of the following month for these charges.

The Contractor and farmer's market vendors shall have access to existing utilities (e.g. power and water) within the designated market area. The County will not expand existing utility service for use by the Contractor, market vendors, or visitors. The Contractor shall not access or utilize, and shall not allow market vendors and visitors to access or utilize the existing utilities in a manner that may cause damage to the Amphitheatre or hinder the operation of other County activities outside the market area, which may be occurring during the operating hours of the farmer's market.

**Storage of Materials & Equipment:**

Storage for materials and equipment is not available at the SJC Amphitheatre Facility. The Contractor shall be required to store any and all materials, equipment, signage, and other items off-site, and will not be permitted to leave any of these materials on-site before or after the farmer's market events.

**Security:**

For each farmer's market event, the Contractor shall provide a minimum of one (1) sheriff's deputy or police officer for general security at the Contractor's expense. Security shall be present at all times that vendors are on-site, including during set-up and break-down/clean-up. The County reserves the right to require additional security personnel to be provided by the Contractor, at the Contractor's expense.

**Vendor Solicitation, Screening & Fees:**

The Contractor is responsible for soliciting and reviewing vendor applications and ensuring that all vendors of the market are properly licensed. Contractor will approve qualified vendors and schedule vendors in a manner that maintains the desired market composition as previously stated.

The Contractor shall be responsible for conducting background screenings on all vendors prior to approving them to participate in any farmer's market event. The Contractor shall be required to ensure that all vendors comply with the criteria for the background screenings, which shall be provided in the Contract Agreement. The cost of any required background checks may be assessed to the submitting vendors separate from the vendor fees as provided above.

The Contractor shall maintain a qualified vendors list, as well as a waiting list for booth space and shall manage the vendors equitably and in a manner that provides regular market patrons with a diverse/varied farmer's market experience. Preference shall consistently be given to vendors offering locally sourced items. Vendors who are not providing locally sourced items shall only be permitted to participate in the farmer's market if there are not sufficient local vendors interested and available for any given farmer's market event. Vendors shall be scheduled and managed in a manner that maintains the overall farmer's market composition as provided herein.

**Conflicts & Complaints:**

The Contractor shall address any and all conflicts or complaints from farmer's market vendors and visitors. All conflicts and complaints shall be documented and submitted to the County for review. Any action taken by the Contractor in response to these conflicts and/or complaints must be included in the documentation provided to the County.

**Signage & Advertisement:**

The Contractor shall be required to submit a Marketing/Advertisement Plan to the County for review and approval. All signage and advertisement shall be of professional quality and will be the responsibility of the Contractor to create, post, disseminate, and collect as appropriate at the end of each farmer's market. The Contractor is required to maintain a website for the farmer's market and is encouraged to use multiple methods of advertisement including, but not limited to, printed materials, local radio, billboards, social media, etc. All signage and advertisement must be previously approved by the County prior to broadcast, and prior to any changes made thereafter.

The County reserves the right to inspect and monitor the placement of all signs, directional or otherwise, to ensure the safety of patrons walking/traveling around the farmer's market, and to ensure compliance with the applicable provisions of the County Sign Ordinance (99-15), contained in the Land Development Code, and in order to ensure the safety of person walking/traveling around the farmer's market. County ordinance is subject to change.

**Additional Markets:**

The County reserves the right to expand the farmer's market at the SJC Amphitheatre to include an additional, weekday market, if there is a community demand and/or need, as determined by the County. In the event the County determines that a weekday farmer's market is in the best interest of the County, the County and the Contractor shall coordinate the addition of the weekday market.

A weekday market shall have a local focus, with primary offerings of handmade crafts and other unique/artisan items, including family entertainment, ready-to-eat food options (e.g. food trucks). The composition of a weekday market shall be comprised of the following, as a minimum requirement, unless otherwise approved by the County:

1. No more than ten percent (10%) of vendors offering fresh foods, including produce, dairy and meats. Preference shall be given to vendors with locally sourced items, as defined herein.
2. No more than thirty percent (30%) of vendors offering artisan prepared foods, such as baked goods, pickled goods, fresh squeezed juices, artisan seasonings or teas, etc. Preference shall be given to vendors with local sourced items. Food truck vendors shall be considered a "prepared-food vendor".
3. At least sixty percent (60%) of vendors offering handmade crafts, cut flowers, potted plants, or other unique and non-food items. Preference shall be given to vendors with locally sourced items.
4. At least one (1), but no more than three (3) entertainment/educational vendors, such as market music, art demonstrations, and hands-on educational crafts.
5. The County shall have at least one (1), but no more than two (2) reserved vendor locations, chosen by the County, at no cost to the County.

**RFP NO: 17-33; SJC AMPHITHEATRE FARMERS MARKET MANAGEMENT**  
**EXHIBIT "B"**  
**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

***Initial Contract*** – Shall become effective on the date of acceptance by the County, and shall remain in effect for an initial term of three (3) years, or until services are no longer needed.

***Contract Renewal/s*** – The contract may be renewed for seven (7), one (1) year renewal terms upon satisfactory performance by the Contractor, mutual agreement by all parties, and the continued need of the County for services. The County may renew this Agreement beyond the terms stated above, if doing so serves the best interest of the County.



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Ryan Murphy, General Manager, SJC Amphitheatre  
**FROM:** Jaime Locklear, Asst. Purchasing Manager  
**SUBJECT:** RFP 17-33; SJC Amphitheatre Farmers Market Management  
**DATE:** May 18, 2017

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for award based on the evaluation.

Please let me know if I can assist your department in any other way.

Dept. Head Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

*[Handwritten signature]*  
*5/19/17*

Recommendation for Award to:

Firm Name: KATHRYN H. PROVOW, LLC

Award Amount: N/A

Budget Amount: N/A

Account Funding Title: N/A

Funding Charge Code: N/A

\*Please insert "N/A" where items are not applicable.

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: May 18, 2017  
 RFP: RFP 17-33; SJC Amphitheatre  
 Farmers Market Management

FIRM	RATER CHRIS CULPEPPER	RATER GABE PELLICER	RATER JAMIE BACCARI	RATER DENA MASTERS	RATER NICOLE JEBBIA	TOTAL	RANK	COMMENTS
KATHRYN H. PROVOW, LLC	87.1	88.1	70.1	90.1	86.1	420.5	1	
THE SALT AIR FARMERS MARKET	78.0	84.0	66.0	91.0	86.0	405.0	2	
RTP PRODUCTIONS CORP	84.3	70.3	80.3	70.3	78.3	383.5	3	
MEDIA SYSTEMS PRODUCTIONS, LLC	68.4	78.4	84.4	65.4	71.4	378.0	4	
VERALCON PRODUCTIONS, LLC	74.0	61.0	62.0	83.0	66.0	338.0	5	
EMZ OUTDOOR STORE	64.1	60.1	68.1	76.1	54.1	322.5	6	

APPROVED: Purchasing Manager  
 Amphitheatre General Manager

*James H. Hearn* 5/19/17

NOTE:  
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 11:00 May 18, 2017, UNTIL 11:00 May 23, 2017.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT  
COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND ONE (1) USB WITH ELECTRONIC COPY TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Leigh Daniels, CPPB, Senior Buyer

**COMPANY NAME:** Kathryn H Provow LLC  
**CONTACT NAME & TITLE:** Kathryn Provow, Owner  
**CONTACT PHONE NUMBER:** 904-315-9252  
**CONTACT EMAIL ADDRESS:** staampmkt@gmail.com  
**DATE:** April 24, 2017

Section 2: Cover Letter

Kathryn Provow  
Kathryn H Provow LLC  
239 N Whitney Street  
St. Augustine, FL 32084

April 24, 2017

Dear Sir or Madam,

It is with great enthusiasm that we submit this RFP Package for RFP No: 17-33, Amphitheatre Farmer's Market Management.

Kathryn H Provow LLC is a sole proprietorship owned by Kathryn (Katie) Provow. We are located at 239 N. Whitney Street, St Augustine, FL, 32084, and can be contacted at 904-315-9252 and at [staampmkt@gmail.com](mailto:staampmkt@gmail.com).

I, along with my husband, Nick Provow, have been active members of the St. Augustine community for over fifteen years. As Flagler College graduates, we worked for local non-profits and environmental consulting firms before deciding in 2012 to build a farm business. Working for other local farms and volunteering with Slow Food First Coast, we made connections within the local food movement and gained experience that made us confident in starting our own farm venture. From 2013 to 2016, we raised pastured, non-GMO poultry products on rented land in St. Johns County, selling our products to a dedicated farm membership and, over the years, at all area farmer's markets, including the Old City Market at the St. Augustine Amphitheatre, the St. Augustine Beach Pier Market, Riverside Arts Market, the Beaches Green Market, and the former Lincolnvill Farmer's Market. In 2016, anticipating the sale of the land we farmed and the birth of our first child, we sold Ruffled Feathers Farm, and began exploring other opportunities to stay involved in our local food movement.

Through our years of attending local farmer's markets, as customers and as vendors, we have learned the strengths and weaknesses of those markets and gained familiarity with the local producers and artisans vending in our area. Our relationships with vendors at the Old City Farmer's Market at the St. Augustine Amphitheatre and our regular attendance at St. Augustine Amphitheatre events, we have become acutely aware of the challenges the market faces and the opportunities it holds. This experience, along with that of managing our small business, has given us the insight, skills, and knowledge needed to manage, improve and expand the St. Augustine Amphitheatre Farmer's Market. With strong vendor communications and online processing, we will streamline vendor management, improve vendor relations and minimize risk. We will implement special programs at the Market to improve food access for over 6000 St. Johns County residents using EBT/Snap assistance, bringing federal and grant funds directly into the County and increasing sales for fresh food vendors. Educational programs will make the most of our experience and existing relationships, expanding the St. Augustine Amphitheatre's role as a community resource. With these efforts, we will transform the St. Augustine Amphitheatre Farmer's Market into a world class event that St. Johns County can be proud of.

Thank you for your consideration.

Sincerely,

Kathryn Provow

### Section 3: Company Background & Experience

Kathryn H Provow, LLC is a new company formed March 2017 by Kathryn (Katie) Provow, for the express purpose of pursuing the contract for management of the St. Augustine Amphitheatre Farmer's Market. Katie will serve as Market Manager. Nick Provow will serve as staff, in the position of Market Day Operations Manager.

As owners of Ruffled Feathers Farm, we gained experience in small business management, including accounting, sales/marketing, customer service, procurement, licensing and event planning. Over three years, we built and maintained a Community Supported Agriculture membership of over one hundred customers and participated in three local farmer's markets. Additionally, we spent several years working and networking with other farms and volunteering with organizations such as Slow Food First Coast, the St. Johns County Master Gardener program, and The Gleaning Network. This in-depth experience gives us a unique perspective on the Scope of Services to be provided under the St. Augustine Amphitheatre Farmer's Market contract. We have connections with local farms and producers and a comprehensive knowledge of local farm products, growing practices, regulation, seasonality and available markets. We are keenly aware of the importance of the St. Augustine Amphitheatre as a venue for community and cultural engagement, and are committed to using the market to provide food education and access, as well as a quality cultural experience for St. Johns County residents and visitors.

Please see resumes in Section 6: Staff Qualifications and Resources for more detailed information regarding our individual experience.

Please see letters of recommendation in Section 6: Staff Qualifications and Resources.

Please see <http://ruffledfeathersfarm.com/> for detailed history of Ruffled Feathers Farm.

#### Section 4: Pricing

Pricing for vendors will be a tiered system based on vendor type. It is our goal to create a market that could easily replace a local shopper's weekly grocery trip, providing a variety of fresh and staple goods encompassing a complete diet. In furtherance of this goal, pricing preference will be given to farms and vendors of grocery items. Pricing includes sales tax.

##### Farm and grocery: \$30

Vendors qualifying for this pricing will include farms offering fresh produce, meat, seafood and dairy items, as well as vendors of pickles, breads, fresh-cut herbs, honey, specialty drinks and other grocery items. These vendors will be allowed a portion of items sold to be consumable on-site, as long as the majority are intended for further preparation/off-site consumption.

##### Hot food, crafts and plants: \$35

Vendors in these categories include hot food vendors/food trucks preparing items for immediate consumption, craft vendors and plant vendors.

Rental/Use fees remitted to St. Johns County shall equal 30% of revenue.

## Section 5: Business Plan / Approach to Services

### Scope of Services:

Kathryn H Provow, LLC, will operate and manage a farmer's market at the St. Augustine Amphitheatre, located at 1340C A1A South, St. Augustine, FL 32080. The market will take place each Saturday from 8:00am to 12:00pm, with 100 stalls available for foods and hand-made crafts. Kathryn H Provow, LLC will register the fictitious name, and do business as, "St. Augustine Amphitheatre Farmer's Market."

### Local Focus:

The St. Augustine Amphitheatre Farmer's Market will, first and foremost, serve to promote local farms and increase fresh food access in St. Johns County. To that end, the Market will show preference wherever possible to local growers of produce, meats, seafood and dairy. In order to maximize Market offerings and take advantage of Florida's year-round and varied seasons, the Market will allow all Florida-grown foods, as well as Georgia-grown foods from within 100 miles of the Market. The Market will emphasize transparency in food origins and growing practices, working with vendors to prioritize local and organic options and clearly and accurately label all fresh foods offered in the market. Furthermore, the Market will promote locally made prepared foods such as pickles, breads, fresh-cut herbs and edible plants, honey, specialty drinks and other grocery items, encouraging customers to make the Market their primary food shopping trip each week. The Market will also offer locally made crafts, plants, other artisan non-food items, as well as local hot food vendors to round out the event and widen the appeal for St. Johns County residents and visitors.

### Farmer's Market Composition:

The St. Augustine Amphitheatre Farmer's Market will offer 100 stalls.

The St. Augustine Amphitheatre Farmer's Market, emphasizing fresh foods and groceries, will be comprised as follows: 50% fresh foods and groceries, 25% hot food, 20% crafts and plants, and 5% other.

50% Fresh foods and groceries: primarily produce, meats, seafood and dairy. Other food items in this category include pickles, breads, fresh-cut herbs and edible plants, honey, specialty drinks, nuts and seeds, condiments, and other artisanal grocery items.

25% Hot food: food trucks and other vendors offering prepared foods intended for consumption onsite. Commercially produced foods, snacks, candy and sodas will not be permitted.

20% Crafts and plants: Local, hand-made crafts, plants and other artisan non-food items.

5% Other: Booths for Market information, local non-profit use, market music, educational/demonstration offerings, St. Augustine Amphitheatre and St. Johns County.

Currently, the Old City Market at the St. Augustine Amphitheatre offers approximately 100 stalls, comprised as follows: 20% fresh foods, 30% prepared foods, and 50% craft or other vendors. Market management will actively recruit fresh food and grocery vendors to ensure the transition of the Market from primarily crafts to primarily foods. Recognizing that this transition will take time, Market management always strive for the desired Market composition, but will vary from it as necessary to fill 100 stalls and maintain long-standing vendor participation. Market management will report progress to the County.

### Market Layout:

The St. Augustine Amphitheatre Farmer's Market aims to create a welcoming and festive Market environment to match the positive energy and sense of community created by other St. Augustine Amphitheatre events.

The new Amphitheatre Front Porch will be integrated into the Market, accommodating "The Free Rangers," or the weekly gathering of musicians providing jam-session style acoustic music for the Market. The Front Porch will also provide an inviting, shady place for customers to sit and relax or dance along to the music. Additionally, tables and chairs will be offered to provide a comfortable place to enjoy food and drink from the Market. Moving the entertainment to the Front Porch will relieve congestion in the middle of the Market, making it easier to navigate and more convenient for regular grocery shoppers.

One hundred 10'x10' stalls shall be organized in two rows along the main driveway of the parking lot of the St. Augustine Amphitheatre, with gaps in the Market row to accommodate the four sidewalk entrances to the Amphitheatre. Hot food vendors will be concentrated toward the center of the market, closest to available seating and entertainment. Otherwise, vendors will be mixed throughout the market to create a diverse and interesting experience for customers and equal traffic for all vendor types. Preference in stall assignment shall always be given to local growers of fresh foods.

Market information, educational, community and County stalls shall be located in the center of the market, close to the Amphitheatre Box Office. Market management will maintain three market stalls. One stall will serve as Market management, for vendor check-in and information, customer information, and the administration of food access programs, namely EBT/SNAP. One will be made available for use by local non-profits. The third will be maintained as an educational booth, with programs will rotating monthly, including kids' activities, demonstrations, educational displays and tastings, and will focus on fresh food, cooking, gardening, seed saving, and environmental issues/sustainability. Market management will partner with the St. Augustine Amphitheatre's Green Hands Initiative and Lost Skills Series, Edible Northeast Florida, Slow Food First Coast, Anastasia State Park, and St. Johns County Public Libraries to create and schedule programming.

The Market will accommodate approximately 300 parking places, with additional parking available at the adjacent Elks Lodge. To make the most parking available to Market customers, vendors will remove vehicles to the Elks Lodge after set-up, with exceptions as necessary for farmers and food trucks. Market management will work with security to enforce parking policies, in particular to keep State Park Office parking spaces clear and to make sure the driveway into the Park remains accessible.

### Set-Up/Take-down/Clean-up:

The Market shall open to vendors for set-up promptly at 7:00am each Saturday. Vendors are responsible for checking in with Market management prior to set-up, and must remove vehicles from the Amphitheatre parking lot (with exceptions as necessary for farmers and food trucks) by 7:45am. No sales shall be permitted prior to 8:00am.

The Market shall close promptly at 12:00pm. No sales shall be permitted after 12:00pm. Vendors will break-down their stalls and be ready to load prior to bringing vehicle into Amphitheatre parking lot. Vendors must be packed up and off of Amphitheatre property by 12:45pm. All vendors will be responsible for removing all trash and debris from their stall site and depositing it in proper receptacles. Market management/staff will be responsible for removing trash from common areas within the Market and for inspecting Market for vendor violations. Vendors will be charged cleaning fees for any trash or debris left in stall site after 12:45. Vendors not off premises by 1:00pm will be charged usage fees. Violations will be handled in the manner outlined in the St. Augustine Amphitheatre Farmer's Market Standard Operating Procedures.

Activity Restrictions:

The St. Augustine Amphitheatre Farmer's Market shall prohibit:

- 1 – The sale or consumption of alcoholic beverages; federally controlled substances; illegal narcotic substances; federally banned products, devices, weapons, drugs, food or liquid, juices or drinks.
- 2 – The sale of prescription drugs, federally-recalled products, devices, foods, liquids, juices or drinks; and product, device or substance classified as or regulated as a hazardous substance under local, state, or federal law, rule, or regulation; any living animal, including pets and livestock.
- 3 – Any other activities determined by the County to be prohibited.
- 4 – Admittance of any pets into the Market area.
- 5 – Any activities outlined as prohibited in the St. Augustine Amphitheatre Farmer's Market Standard Operating Procedures.

It shall be the responsibility of the Market management to ensure compliance with these restrictions by all market vendors and visitors. Any exceptions to these restrictions must be provided, in writing, by the County Administrator, or his designee, prior to allowance of the activity at the farmer's market. Market management will notify the County if there is any request to provide any product, substance, or item at the Market questionable in nature, to determine whether or not it shall be allowed.

Market Administration:

Kathryn H Provow, LLC, doing business as St. Augustine Amphitheatre Farmer's Market, shall administer all aspects of the Market according to St. Augustine Amphitheatre Farmer's Market Standard Operating Procedures below.

Kathryn H Provow LLC will employ an online platform for farmer's market vendor management, including an online vendor application, invoicing and payment processing, scheduling, license administration, email, and accounting tools. This system also offers tools for visitors to the Market website, including interactive maps, vendor lists and product search.

Market management shall meet at least bi-annually to present/workshop proposals and ideas to improve operations, sale of vendor stalls, and visitation of the Market.

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St. Augustine Amphitheatre Farmer's Market Standard Operating Procedures

Statement of Intent:

St. Augustine Amphitheatre Farmer's Market (Market management), together with St. Johns County, aims to operate a weekly farmer's market at the St. Augustine Amphitheatre, providing fresh foods and a quality cultural experience for St. Johns County residents and visitors, with a focus on locally grown and crafted foods and art. We expect professionalism and honesty in marketing from all vendors, and are committed to providing tools and feedback to assist vendors with the continued growth and success of their businesses. A spirit of community among vendors is foundational to the sense of community that customers experience at our Market, and we expect that vendors meet, learn about, and support each other.

Market management and the County have the final authority in interpreting and enforcing these Standard Operating Procedures.

St. Augustine Amphitheatre Farmer's Market and the County reserve the right to make additions or deletions to these procedures when deemed necessary. Participants will be notified of these changes.

#### Intent and Implementation:

The purpose of this set of procedures is to govern the operation, administration and management of the St. Augustine Amphitheatre Farmer's Market. Market management will implement and enforce all procedures pertaining to the operation of the Market in a fair and equitable manner.

#### Definitions:

Craft – handmade artwork, artistic object, or other item of original design/composition. Includes, but is not limited to, jewelry, pottery, paintings, photography, clothing, woodwork, soaps and body goods. Also includes books sold by the author/illustrator.

Fresh food – meat, dairy, produce, seafood.

Farm – business or individual engaged in the practice of growing an agricultural product, including but not limited to meat, dairy, produce.

Grocery – food item, other than those listed above as fresh food, intended for further preparation or use in the home. Includes, but is not limited to, pickles, breads, fresh-cut herbs and edible plants, honey, specialty drinks, grains, nuts and seeds, vinegars, condiments, and other artisanal grocery items.

Hot food – prepared foods intended for consumption onsite.

Local – produced within 150 miles of St. Augustine; all Florida grown farm products.

Non-profit – an entity that the Internal Revenue Service has determined “tax-exempt” and has been issued a Letter of Determination.

Plants – for the purposes of this document, non-edible plants sold in soil.

#### Vendor Application:

Interested vendors must complete the Vendor Application through online processing system.

There is a \$25 non-refundable application fee for all applicants. This fee covers the cost of required background screening. Applications are considered incomplete until application fee is paid.

All applicants must comply with all federal, state and local regulations, special statutes and ordinances regarding public health safety and welfare, including but not limited to product labeling laws and required licenses.

Applications are welcome at any time. Applications are processed at least once each month. Vendors must update their application annually or when any new product is approved by Market management.



Product Guidelines:

St. Augustine Amphitheatre Farmer's Market aims to promote locally grown and produced fresh foods and prepared food items. The following is a guideline for products sold at the Market.

Fresh foods – preference in admittance and stall assignment will be given to farmers and producers of fresh foods, in particular farms located within 150 miles of the market and/or Florida. The Market will promote, in particular, farms using sustainable, organic, or pasture-based growing practices. All fresh foods will be labeled with regard to origin and growing practices.

*Failure to accurately and truthfully identify food items for sale, such as substituting tomatoes grown out of the country as tomatoes from a nearby farm, is a violation of Florida law. Violators are subject to fines of up to \$1000 per occurrence, license suspension, or license revocation. DBPR sanitation and safety inspectors actively enforce the following provisions of Florida law:*

*Chapter 509.292, F.S. – Misrepresenting food or food product; penalty, (1) An operator may not knowingly and willfully misrepresent the identity of any food or food product to any of the patrons of such establishment. The identity of food or a food product is misrepresented if: (a) The description of the food or food product is false or misleading in any particular; (b) The food or food product is served, sold, or distributed under the name of another food or food product; or (c) The food or food product purports to be or is represented as a food or food product that does not conform to a definition of identity and standard of quality if such definition of identity and standard of quality has been established by custom and usage. Section 3-601.12, Food Code (2009) – Honestly Presented (A) Food shall be offered for human consumption in a way that does not mislead or misinform the consumer. (B) Food or color additives, colored overwraps, or lights may not be used to misrepresent the true appearance, color, or quality of a food. Consumers who wish to file a complaint against public food service establishments engaged in misrepresentation, misbranding, or false or misleading presentation of food or food products may do so via the Customer Contact Center at 850.487.1395 or at [www.myfloridalicense.com/dbpr/hr](http://www.myfloridalicense.com/dbpr/hr).*

Grocery items – preference in admittance and stall assignment will be given to local producers of high-quality, artisanal prepared food items (i.e. pickles, breads, honey, specialty drinks).

Hot food – no commercially produced prepared food items, snacks, candy or sodas offered for resale will be permitted.

Plants – plant vendors must grow or stock at their nursery all plants offered for sale. No plants may be offered for resale. No invasive plants will be permitted. Plants must be healthy and free of insects/disease, and must not be treated with pollinator-harming pesticides. Preference will be given to vendors of native, organic and edible plants.

Crafts – pieces must display a high level of originality and craftsmanship. Products must be original to the vendor and not assembled from kits or include licensed logos, etc. Reproductions of original artwork (i.e. paintings, photographs) will be permitted.

Only approved items listed on a vendor's application can be offered for sale.

Admission:

Admission of any vendor or product is at the reasonable discretion of Market management. Priority in admission will be given to local producers in accordance with the desired Market composition (below).

Vendor history of Market participation and compliance with state, local and Market regulations will be considered. Transfer or change in business ownership requires submission of a new application.

The Market will also consider the competitive availability of products in the market; if practical, monopolies will be avoided.

Vendors under the age of 18 must have adult or guardian present.

Vendors must make their points of production available to Market management for inspection.

Market management reserves the right to decline any vendors or any product at any time. Any vendor aggrieved by the decision may appeal in writing to [staampmkt@gmail.com](mailto:staampmkt@gmail.com).

#### Market Composition:

The St. Augustine Amphitheatre Farmer's Market, emphasizing fresh foods and groceries, will be comprised as follows: 50% fresh foods and groceries, 25% hot food, 20% crafts and plants, and 5% other.

50% Fresh foods and groceries: primarily produce, meats, seafood and dairy. Other food items in this category include pickles, breads, fresh-cut herbs and edible plants, honey, specialty drinks, nuts and seeds, condiments, and other artisanal grocery items.

25% Hot food: food trucks and other vendors offering prepared foods intended for consumption onsite.

20% Crafts and plants: Local, hand-made crafts, plants and other artisan non-food items

5% Other: Stalls for Market information, local non-profit use, market music, educational/demonstration offerings, St. Augustine Amphitheatre and St. Johns County.

Market management and the County reserve the right to change the Market composition to ensure Market density and diversity in Market offerings.

#### Market Hours:

The Market is open Saturdays from 8:00am – 12:00pm.

Vendors must stay open for the duration of Market Hours. No sales are permitted outside of Market hours.

Market management and St. Johns County reserve the right to change Market hours, openings and location. Vendors will be notified well in advance of any changes.

#### Scheduling:

Market management will schedule vendor stalls on a monthly basis to best meet the desired Market composition and ensure a diverse and quality offering for customers. The schedule for each month will be finalized by the 15<sup>th</sup> of the month prior. Vendors indicate scheduling

preferences in the application, and are responsible for alerting Management to any changes the next month before the 15th. Vendors are responsible for all market fees according to the finalized schedule, except as indicated in the Cancellation Policy.

Market management will maintain a list of eligible vendors to fill cancellations. Vendor fees for fill-ins are due before opening on Market day.

Market management shall assign and maintain a stall for the use of local non-profit organizations, and will schedule approved organizations for one free Market each calendar year. Non-profits must complete a vendor application (Application fee is waived), must submit Letter of Determination prior to approval, and must adhere to these Standard Operating Procedures. Market management will provide tent and tent weights. Market management may also offer stalls available from cancellation for non-profit use.

Market management will use an online processing system to simplify and streamline vendor scheduling.

#### Market Fees:

Vendor fees (includes sales tax):

Farm and grocery: \$30

Vendors qualifying for this pricing will include farms offering fresh produce, meat, seafood and dairy items, as well as vendors of pickles, breads, fresh-cut herbs, honey, specialty drinks and other grocery items. These vendors will be allowed a portion of items sold to be consumable on site, so long as the majority are intended for further preparation/off-site consumption.

Food preparers and artists: \$35

Vendors in these categories include hot food vendors/food trucks preparing items for immediate consumption, plant vendors and art/craft vendors.

Application fee: \$25, non-refundable

Cancellation fee: \$30

Returned check fee: \$25

Late payment fee: \$5

#### Payment Process:

The \$25 non-refundable Application Fee is required for a complete application. Invoices are sent automatically via online processing system.

Invoices for Vendor Fees are sent out the 4<sup>th</sup> week of each month, for the following month, i.e. invoices for the September schedule will be sent the 4<sup>th</sup> week of August.

Invoices are due by opening of the first Market each month. In the event that the Market is closed the first week of the month, invoices are due by the 5<sup>th</sup> business day of the month. A late fee of \$5 is due for each week the invoice is not paid in full.

Farmers have the option to pay on the day of the Market.

Payment methods:

- Online Processing System(Paypal)
- Cash
- Check (Return check fee of \$25 due immediately after notification)

Acceptable forms of payment on Market day include cash and check only.

For security reasons, we aim to limit the amount of cash in the Market manager's booth. Market management will offer incentives to vendors using online processing system.

#### Cancellation Policy:

Vendors are required to notify Market management of cancellations by 5:00pm the Wednesday prior to the market. Vendor fees paid will be credited the following month. Vendors failing to notify management are responsible for Vendor fee plus the \$30 Cancellation fee, due prior to future market participation.

The Market is a rain or shine event. Market management will monitor weather beginning on Thursdays, closing the Market only if forecasts present danger to vendors and customers, e.g. lightning, hurricane conditions. Vendors who choose not to set-up during rainy weather will be responsible for Vendor fees, but will not be charged the Cancellation fee.

#### Set-Up Process:

Check-in for the Market begins promptly at 7:00am. Vendors must check-in with Market management, at the Market manager's booth, prior to set-up. Any fees due must be paid prior to set-up.

Vendors are expected to drive slowly in the Amphitheatre parking lot and Market area.

Check-in ends promptly at 7:45am. Vendors who anticipate late arrival are expected to notify Market management by phone. Failure to notify Market management of late arrival will result in forfeiture of stall for the day and any fees paid.

Vendors are expected to unload their items and remove vehicles prior to setting up. Vendors must remove vehicles from Amphitheatre parking lot by 7:45am, with exceptions for approved vendors. Parking for vendors is available at the adjacent Elks Lodge. Vendors arriving late must unload and carry items into the market.

#### Market Stalls:

Market stalls are 10'x10'. Vendors are expected to keep displays and all back-stock within the stall, with exceptions for vendors approved to park at their stall.

Landscaped areas adjacent to stalls may not be used for display or storage. Nothing shall be affixed to trees.

Vendors are responsible for providing their displays, including tents, tables, chairs, etc.

Tents are encouraged but not required. If using a tent, weights on each leg, totaling at least 50 pounds, are required. Weights must be secured to tent legs and/or sit on the ground, so as not to pose a risk to Market participants. Vendors without proper tent weights will be required to rent weights from the Market for \$35 for the day, or to take down tent.

Any vendor using open flames must have flame retardant tents, flame retardant side walls (if using), and appropriate fire extinguishers with current inspection stickers. Gas tanks must be well-stabilized.

Signage, whether affixed to the tent or on the ground, must be kept clear of the walkway.

#### Electrical Access:

Limited electricity is available to Vendors free of charge. Preference is given to food vendors.

Vendors requiring electricity must include exact electrical requirements in vendor application. Vendors must not hook up any electrical device without approval from Market management.

Vendors must supply their own extension cords. Cords must be used in a safe manner and not present a safety hazard.

Generators are not permitted without approval from Market management.

#### Operations:

Vendors shall limit sales activities to their stall. No solicitation outside of the stalls or out-crying will be permitted.

Vendors are expected to keep adequate change for sales transactions. Market management does not keep change. Vendors are expected to keep cash secure; Market is not responsible for any lost or stolen cash.

Vendors are responsible for collecting and paying appropriate sales tax.

Vendors who sell-out are expected to stay until the end of the Market day to prevent disruption of the Market for customers. Vendors must display a "SOLD OUT" sign.

Vendors may only distribute flyers within their stalls.

No radios or music is permitted in the stalls, except for vendors demonstrating instruments for sale.

Vendors must maintain appropriate attire, including shoes, at all times.

No pets are permitted. Service animals, as defined by Title II and Title III of the Americans with Disabilities Act, are permitted.

Smoking is prohibited within the stalls and common Market areas. Vendors who do smoke are expected to wash hands before returning to their stall.

No vendor shall consume any alcoholic beverage before or during the Market.

Vendors offering samples must supply garbage receptacles for customers' use. Vendors are expected to keep stalls free of trash and debris throughout the Market day. Vendors are encouraged to separate recyclables.

Vendors are expected to act with professionalism, honesty and courtesy towards customers, other vendors, Market management, and County and State Park employees. Any statement or action deemed to be offensive, abusive, or otherwise inappropriate will be considered a violation of these Standard Operating Procedures and is subject to disciplinary action as indicated herein.

**Break-down Process:**

Vendors are expected to begin breaking down stalls promptly at 12:00pm.

Tent weights must remain in place until tent canopy is removed and/or tent is taken down.

Displays and tents must be completely broken down and packed up prior to bringing vehicle into Amphitheatre parking lot.

Vendors are responsible for removing all trash from stall site prior to leaving. Trash must be disposed of in the on-site dumpster provided by the County. Recycling should be separated and disposed of in the appropriate dumpster. Vendors will be charged cleaning fees as levied by County for any trash or debris left in stall site after 12:45.

All vendors must exit Market premises by 1:00pm. Vendors not off premises by 1:00pm will be charged usage fees, as levied by the County.

**Insurance:**

Food vendors are required to submit their Certificate of Insurance for Comprehensive General Liability with limits of \$1,000,000 per occurrence and \$1,000,000 aggregates. St. Augustine Amphitheatre Farmer's Market and St. Johns County shall be listed as additional insureds and provided with a ten-day cancellation notice.

**Indemnification:**

To the fullest extent permitted by law, vendors shall indemnify and hold harmless St. Augustine Amphitheatre Farmer's Market and St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from participation in the Market, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**Violation:**

Violations of these Standard Operating Procedures may result in a fine, penalty or other disciplinary action. The severity of any penalty or discipline imposed shall be directly related to the gravity or repetition of the violation. Severity of penalties will be dependent upon the nature and intent of the offense and may follow in the order below:

- verbal warning
- written notice of violation
- written notice of violation with a \$25.00 fine
- written notice of violation with a fine determined by violation
- Market suspension of up to eighteen months

Vendors are responsible for the actions of the vendor's representatives, employees or agents.

If possible and reasonable under the circumstances, Market management must attempt to give adequate warning and notice of consequential action prior to the actual action of removal or other disciplinary action.

Market management and the County will review all disciplinary actions at regularly scheduled meetings.

Any producer removed or disciplined by the action of Market management or the County may complain in writing to staampmkt@gmail.com.

If a vendor challenges St. Augustine Amphitheatre Farmer's Market or St. Johns County in a court of law and the court finds in favor of Market management or the County, said vendor agrees to pay all costs associated with the legal action.

**ACKNOWLEDGEMENT**

By signing this document, you agree to having read and agree to comply with the Standard Operating Procedures.

\_\_\_\_\_  
**PARTICIPANT'S BUSINESS NAME**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PARTICIPANT'S PRINTED NAME**

\_\_\_\_\_  
**PARTICIPANT'S SIGNATURE**

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**Rent/Use Fees:**

St. Augustine Amphitheatre Farmer's Market will remit to St. Johns County 30% of revenues from the Market as payment for the County's authorization to use the designated area at the St. Augustine Amphitheatre for the Market. Fees shall be paid to the County by or before the 15<sup>th</sup> day of each month for the prior month's collected vendor fees. Market management will submit, with each payment to the County, a copy of the sales tax report furnished by Market management to the State Department of Revenue.

**Reporting:**

St. Augustine Amphitheatre Farmer's Market management will submit, with each payment to St. Johns County, a monthly report detailing participating vendors (by category), new vendor applications, non-profit participants, and educational/community offerings sponsored by Market management. Report shall also include approved vendors on the waiting/fill-in list, any vendor applications which were disapproved (including reasons for disapproval), and any written complaints received from vendors.

**Maintenance:**

St. Augustine Amphitheatre Farmer's Market shall inspect the area of the St. Augustine Amphitheatre used for the Market prior to each scheduled Market day in order to determine the overall condition of the

area, and shall notify the County if there are any areas that require attention, repair, or closure prior to Market opening.

Market management will restore the area used for the Market to its original condition by the end of each Market day.

Market management will remove all trash and recycling generated by Market vendors and visitors to dumpsters provided by the County by the end of each Market day.

#### Security:

St. Augustine Amphitheatre Farmer's Market will provide one Sheriff's Deputy for general security from 7:00am – 1:00pm each Market day.

#### Vendor Solicitation, Screening & Fees:

The St. Augustine Amphitheatre Farmer's Market will solicit and review vendor applications to ensure a diverse, quality Market year-round. In particular, Market management will solicit local farms and vendors of high-quality locally crafted grocery items, e.g. sourdough bread. Market management will review applications on a rolling basis, at least monthly.

Market management will schedule vendors in accordance with the desired Market composition, as previously stated. Priority in scheduling and stall assignment will consistently be given to local farms and local vendors of grocery items. Management will equitably schedule and assign stalls to hot food and craft vendors, rotating vendors as necessary to provide Market customers with a high quality, diverse Market experience.

Market management will solicit and schedule local non-profit organizations to maintain the non-profit stall.

Market management will maintain a waiting/fill-in list of approved vendors.

Market management will ensure that all approved vendors are properly licensed and insured, and will inspect vendor production facilities to ensure quality and transparency.

Market management will conduct background screenings of all vendors who submit a vendor application. The \$25 Application fee shall be used to cover the cost of background screening.

Market management will maintain current vendor applications and signed Standard Operating Procedures for each approved vendor.

#### Conflicts/Complaints:

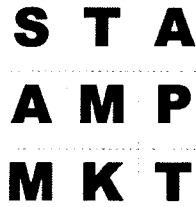
St. Augustine Amphitheatre Farmer's Market management shall address any and all complaints from Market vendors and customers. Written complaints will be taken at [staampmkt@gmail.com](mailto:staampmkt@gmail.com). Any complaints and actions to resolve those complaints shall be reported to the County.

#### Signage & Advertisement:

The St. Augustine Amphitheatre Farmer's Market will be marketed as a source for locally produced quality foods and as a family-friendly community and cultural event. Emphasis in marketing will be placed on local producers of fresh foods. Recognizing the strength of the St. Augustine Amphitheatre marketing team, Market management will work closely with the Amphitheatre to coordinate design and marketing



efforts. Market management will use St. Augustine Amphitheatre Farmer's Market and STAAMPMKT as the primary identifiers for the Market, including a logo such as this:



Market management will maintain an easy to use website at [staampmkt.com](http://staampmkt.com). The website will feature Market information and a map, high quality photos, events calendars, vendor information, seasonal products, and partner information and links. Vendors will have easy access to Market information and Standard Operating Procedures, and will be able to connect easily to online processing system to complete the vendor application and pay fees. Visitors will be able to subscribe to a weekly market newsletter, which will provide current market information and highlight vendors and seasonal products. Market management will maintain social media accounts on Facebook (St Augustine Amphitheatre Farmer's Market) and Instagram (@staampmkt) with regular event and educational postings, always emphasizing seasonal fresh food Market offerings. Market management will also send a weekly vendor newsletter and maintain a Market vendor group on Facebook to communicate important information to vendors efficiently.

Advertising efforts will be focused on local media outlets, including radio advertisements on WFCF Flagler College Radio and sponsorship of WJCT Public Radio programming, and print advertisements in Edible Northeast Florida and Folio Weekly.

Market management will offer for sale, in the Market information stall, items with Market logos and original designs, including but not limited to t-shirts and shopping bags.

Market management will have the Market truck (as described in Section 6: Staff Qualifications and Resources) painted/wrapped with Market logo and information.

Market day signage will be of quality and design to remain consistent with St. Augustine Amphitheatre signage and marketing and will comply with the applicable provisions of the County Sign Ordinance, as well as State Park requirements. Market management will disseminate and collect signage as appropriate each Market day. Market management will place signage to ensure safety of all Market participants.

#### Additional Markets/Events:

Immediately upon contract agreement with the County, St. Augustine Amphitheatre Farmer's Market will begin researching feasibility and planning for an additional weekday Market, to be held in the form of a Night Market. Market management will aim first to hold the Night Market once each month, scheduling additional Night Markets as the event develops and participation grows.

The Night Market will serve primarily as a cultural event for visitors, centered around entertainment on the St. Augustine Amphitheatre Front Porch and hot food vendors, i.e. a food truck court. Market management will work with Amphitheatre staff to schedule quality local music for the event. The Night Market will offer 50 vendor stalls, aiming for the following Market composition (categories as defined above): 5% fresh foods and groceries, 30% hot foods, 60% crafts and plants, and 5% other. Market management will maintain information and education stalls, as at the Saturday Market.

Market management will also work with the County and with local organizations such as Slow Food First Coast and Edible Northeast Florida to offer special events at the Amphitheatre, namely farm-to-table dinners featuring fresh foods from Market vendors and food-related non-profit partners.

**Special Programs:**

St. Augustine Amphitheatre Farmer's Market will offer additional programs to emphasize the Market's role as a community resource. Costs projected for these programs include hardware (EBT Machine), training materials, staff, marketing materials, vendor incentives and supplies. Some costs will be recovered through grant programs, sponsorships, and sales of Market branded items.

**Food Access:** St Augustine Amphitheatre Farmer's Market will work to increase food access for residents of St. Johns County by accepting EBT/Snap benefits for qualifying market products. Market management will work with the Florida Department of Health, the USDA, and organizations such as Florida Organic Growers to implement EBT/Snap training for qualifying vendors and outreach to 6000 St. Johns County residents receiving benefits. Market management will implement programs such as Fresh Access Bucks, using grant funds to increase the value of EBT/ Snap benefits in the market and provide transportation to the market from food deserts in the County. These efforts will increase access to fresh local foods for St. Johns County's neediest residents, draw federal funds into the County, and increase sales for qualifying vendors.

**Vendor Development and Incentives:** St. Augustine Amphitheatre Farmer's Market will promote small business development in the community by working with vendors to improve their business skills and increase sales in the Market. Vendor participation in the Market and trainings will be incentivized with items such as gift certificates for Vendor fees, concert tickets, etc.

**Fresh from Florida:** Market management will participate in the Florida Department of Agriculture and Consumer Service's "Fresh from Florida" program to promote Florida agricultural products in the Market, and will assist vendors who qualify for program benefits, e.g. packaging cost-share.

**Educational Programs:** St. Augustine Amphitheatre Farmer's Market will maintain a market stall for the purpose of providing diverse educational programs each Market day. Programs will rotate monthly, including kids' activities, demonstrations, educational displays and tastings, and will focus on fresh food, cooking, gardening, seed saving, and environmental issues/sustainability. Market management will partner with the St. Augustine Amphitheatre's Green Hands Initiative and Lost Skills Series, Edible Northeast Florida, Slow Food First Coast, Anastasia State Park, and St. Johns County Public Libraries to create programming.

Financial Projections:

St. Augustine Amphitheatre Farmer's Market

Fee	Stalls	Per Market	Annual
\$ -	5	\$ -	
\$ 30.00	45	\$ 1,350.00	
\$ 35.00	50	\$ 1,750.00	
Total Revenue		\$ 3,100.00	\$ 130,200.00

County Remittance	\$ 930.00	\$ 39,060.00
Sales Tax	\$ 201.50	\$ 8,463.000
Security	\$ 210.00	\$ 8,820.000
Staff	\$ 204.00	\$ 8,568.00
Processing fees	\$ 66.00	\$ 2,772.00
Management		\$ 39,466.00
Insurance		\$ 2,200.00
Licensing		\$ 225.00
Website		\$ 1,000.00
Office		\$ 500.00
Auto		\$ 700.00
Advertising		\$ 5,000.00
Accounting		\$ 2,000.00
Special Programs/Vendor Incentives		\$ 10,000.00

Net	\$ 1,426.00
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Night Market

Fee	Stalls	Per Market	Annual
\$ -	5	\$ -	
\$ 30.00	15	\$ 450.00	
\$ 35.00	30	\$ 1,050.00	
Total Revenue		\$ 1,500.00	\$ 18,000.00

County Remittance	\$ 450.00	\$ 6,300.00
Sales Tax	\$ 97.50	\$ 1,170.000
Security	\$ 210.00	\$ 2,520.000
Staff	\$ 204.00	\$ 2,448.00
Processing fees	\$ 33.00	\$ 396.00

Net	\$ 5,166.00
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## Section 6: Staff Qualifications & Resources

### Staff Qualifications:

The Market will be managed and staffed primarily by Katie & Nick Provow.

Katie Provow will serve as Market Manager and will be responsible for general business administration, vendor administration, scheduling, special programming, website and social media marketing, and Market day administration.

Nick Provow will serve as Market day operations staff, assisting vendors with check-in and set-up, in particular monitoring for compliance with Standard Operating Procedures. Nick will also assist with inspection of vendor farms and production facilities.

Please see attached resumes for Katie and Nick Provow for more detailed qualifications.

Please see attached letters of recommendation.

Market management will hire additional Market staff as needed to provide for vendor and visitor needs and fill-in for Market management as necessary. Staff shall consist of:

Melissa "Missy" Clauson: former County and State Park employee. Skilled in event management. Familiar with Amphitheatre operations and State Park interpretive programs. Enthusiastic about environmental education, gardening, cooking and fresh local foods.

Sandra "Sam" Williams: founder and former owner of Cognito Farm, owner of Ideas On Hold, President of St. Augustine Beach Community Garden, teacher for community-based local food and gardening classes at Flagler College. Extensive knowledge of pasture-based farming and small business management. Enthusiastic about gardening, cooking, and small business development.

### Resources:

Kathryn H Provow LLC owns a box truck for the purpose of storing and transporting Market equipment, e.g. tents, weights, tables, chairs. The truck will be painted/wrapped with Market logos and basic event information.

Katie and Nick Provow have an extensive network of contacts, including local farmers and slow food advocates, farmer's market managers, business owners, non-profit administrators, government/State Park employees, St. Augustine residents and regular Market customers. We will leverage these connections to implement the Market plan and special programs described herein.

# KATHRYN PROVOW

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239 N Whitney Street, St Augustine, FL | 904-315-9252 | staampmkt@gmail.com

## SKILLS

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Prompt, honest and reliable customer service. Intimate knowledge of pasture-based farming systems, local producers, and traditional foodways. Ease with computer and web-based tools. Attention to detail.

## EXPERIENCE

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- January 2013 - June 2016      Owner/Business Manager, *Ruffled Feathers Farm LLC*  
Customer service, including management and growth of Community Supported Agriculture program and wholesale accounts, ensuring sale of 100% of poultry produced over 3 years. Business management, including accounting and management of animal, feed and supply inventories, and marketing, with strong focus on transparency and honesty in growing practices. Processing, packaging and distribution of poultry products to Community-Based Agriculture membership and wholesale and farmer's market customers.
- August 2012 - Present      Server and Front of House Supervisor, *The Back 40 Urban Café, St Augustine*  
Prompt and consistent service in fast-paced café, focused on customer satisfaction and return. Daily maintenance of front of house equipment and appearance to ensure efficient workflow and customer satisfaction. Management of front of house staff of eight servers, including scheduling and training. Procurement of beer, wine, and specialty coffee.
- August 2008 – August 2012      AmeriCorps St. Johns Reads Program Director, *Communities in Schools of St. Johns County*  
Recruited and hired 100+ part- and full-time AmeriCorps members to carry out reading tutoring programs in St. Johns County elementary schools over 4 years. Researched and wrote grant proposals to secure \$300,000+ yearly program operating funds. Managed daily member activities and coordinated monthly trainings and volunteer projects for members. Collected and reported member and program results data to state agencies.

## EDUCATION

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- 2006      Bachelor of Arts, Business major/History Minor, *Flagler College*

## VOLUNTEERTISM

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AmeriCorps, Slow Food First Coast, The Gleaning Network, Habitat for Humanity, St Johns County Master Gardener

# NICHOLAS PROVOW

239 N Whitney Street, St Augustine, FL | 904-449-4213 | provowthree@gmail.com

## SKILLS

Creating systems for efficient completion of daily farm chores. Attention to detail regarding health and safety of animals and quality of animal products. Experience with federal and state regulatory reporting. Tractor and small engine operation. Basic carpentry.

## EXPERIENCE

January 2017 - present

Warehouse Assistant, *Skinny Lizard T-Shirt Printers, St. Augustine, FL*

Maintenance of printing screens and production assistant in busy warehouse.

January 2013 - June 2016

Owner/Business Manager, *Ruffled Feathers Farm LLC, St Augustine FL*

Daily care of pasture-based, Non-GMO fed laying hens, broiler chickens and turkeys. Management and upkeep of pastures, building and maintenance of poultry housing and watering systems. Procurement of feed, bedding materials, supplies. Processing, packaging and distribution of poultry products to Community-Based Agriculture membership and wholesale customers.

September 2010- December 2012

Farm Hand, *KYV Farm, Black Hog Farm, St Augustine FL*

Daily care of poultry and swine. Building and maintenance of animal housing Field work including bed preparation, seeding/transplantation, and harvest of organic vegetables. Processing and marketing of vegetable and poultry products.

August 2008 – August 2010

Field Technician, *Martin Environmental, Jacksonville FL*

Conducting Phase 1 environmental site assessments, including soil and water sampling, and Phase 2 environmental site assessments, including pollution remediation and mitigation. Arranging and managing travel and work schedule at sites across 40 states. Writing and reviewing federal and state environmental assessment reports.

## EDUCATION

2005

Bachelor of Arts, Business major/Economics Minor, *Flagler College*

## VOLUNTEERTISM

AmeriCorps, Slow Food First Coast, The Gleaning Network

Re: RFP No. 17-33  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

This is a letter of recommendation for Katie Provow to run the Old City Farmers Market.

We know that Katie:

- brings experience from “both sides of the booth” (customer and vendor) all with a business degree, common sense and compassion.
- is technologically adept and is experienced in social media, building websites, using web based applications and other modern tools.
- has outstanding communications skills.
- cares about the community and the local food movement and has been involved in many volunteer and paid positions that have connected her to many other individuals who can help the market succeed.
- understands the Federal and State regulations regarding Vendors and Markets; and that’s no small feat in and of itself! Further, she has connections with people who can help the Market bring Federal funds to the County’s producers and help nourish some of the more vulnerable populations in our County.

When we were vending at the St. Augustine Old City Market (Cognito Farm), we dreamt of the Market being run by someone as competent, caring and tech savvy as Katie Provow. Now that we live on Anastasia Island we’re looking forward to going to the Old City Market when Katie is in charge and seeing the innovative ways she improves it.

Sandra “Sam” Williams  
President St. Augustine Beach Community Garden  
904-364-8435 mobile  
Sandra@IdeasOnHold.com

Jerry Williams  
904-364-8395 mobile  
FLNativeRealtor@gmail.com  
1093 A1A Beach Blvd. PMB 177  
St. Augustine, FL 32080

Marcia MacPherson  
348 Fiddlers Point Drive  
St. Augustine, FL 3208

April 18, 2017

Purchasing Department  
St. Johns County  
500 San Sebastián View  
St. Augustine, FL 32084

Dear Sir or Madam,

It is my pleasure to write this letter of recommendation for Kathryn and Nick Provow in their application for the position of Manager for the Old City Market at the St. Augustine Amphitheatre. I have known Katie and Nick for the past seven years.

As a member of the Board of Directors for Slow Food First Coast and as a customer of their Community Supported Agriculture program, I have experienced first hand their dedication to sustainable farming, reliability and responsiveness to their customer base, and their excellent communication skills. Their farm products were a welcome addition to many St. John's and Duval county farmer's markets and testament to their small business operational skills.

I have worked side by side with Katie in her support of many Slow Food First Coast community events and can attest to her ability to organize and deliver complex community programs. Nick and Katie's Ruffled Feathers Farm received Slow Food First Coast's recognition award, the Snail of Approval, meeting exceptional farming practices. Katie has also served on the Board of the organization, giving back to the community.

I feel confident in recommending Katie and Nick to this position. They would be valuable asset to the Old City Farmers Market. Please feel free to contact me at 904-377-6945 for any additional questions.

Regards,

Marcia MacPherson



## Letter of recommendation



**Brian Harmon** 10:33 AM (1 hour ago)

to me

To Whom it May Concern,

My name is Brian Harmon I am the former owner of The Back 40 Urban Cafe. I am writing you today to share my 5 year relationship with Katie and Nick Provow. Katie was my longest tenured employee during my time of owning the cafe, she always came to work ready and willing to represent the cafe to my standards. In the 4 years of her employment Katie never missed a day of work and always went above and beyond her job requirements. Katie and Nick approached me with their idea of Ruffled Feathers Farm, I thought it was a great idea and due to my observation of Katie's work ethic I decided to be an investor and a great investment it was. Katie and Nick started from the ground up to build their business and they did a fantastic job.

I can not say enough good things about the Provow's and their dedication to what ever task they decide to take on. It is my understanding that there is an opportunity for the Provows to run the St. Augustine farmers market. I am here today to give the highest recommendation based on my relationship with Nick and Katie. If I were to ever start another business (which I won't :)) Katie would be the first person I would call to join me.

If you have any questions I can be reached at 813-390-0112

Sincerely,  
Brian Harmon

To whom it may concern,

My name is Chris Clark. I own a T-shirt printing company here in St. Augustine. I have been printing t-shirts for Back 40 Urban Cafe and have been a frequent patron of the Back 40 for over 5 years now. Katie Provow was a huge influence on the 40's operation. Super great work ethic. Eventually, Katie and her husband Nick opened their own business Ruffled Feathers to which I became a regular client of them buying eggs, chicken and turkeys on a monthly bases. Fantastic operation!!! Nick also helps me at my printing shop with production and is an amazing asset in my operation just as I suspected he would be after he asked if I would be interested in having him! NO BRAINER!! They are farmers through and through. I know because I grew up on one in Ohio. Wonderful, hard working, professional, knowledgeable, creative people.

Whatever it is they take on in life, I have no doubt it will be 110% commitment just like they have always done! I highly recommend Nick and Katie and if they are taking on the farmers market then I really look forward to attend a whole bunch!!!

Any questions, please feel free to contact me anytime.

Sincerely,

Chris Clark

Skinny Lizard, LLC

235 State Road 207 Unit 2A

St. Augustine, FL 32084

office: 904-808-7009

Cell: 904-377-5200

## Section 7: Administrative Information

Proper and valid licensing to conduct business in the State of Florida:

- Please see attached Articles of Incorporation
- Kathryn H Provow LLC will register the fictitious name "St Augustine Amphitheatre Farmer's Market" with the Florida Division of Corporations upon contract agreement.
- St. Johns County Tax Collector will issue Business Tax Receipt upon contract agreement.
- Kathryn H Provow LLC will register with the Florida Department of Revenue to collect, report and pay sales tax upon contract agreement.
- Kathryn H Provow LLC will apply to the Internal Revenue Service for an Employer Identification Number upon contract agreement.

Proof of Insurance and its limits:

- Please see attached General Liability Insurance Quote
- Please see attached automobile insurance policy for Market truck

The following are attached:

- Drug Free Work Place Form
- Conflict of Interest Declaration
- RFP Affidavit
- RFP Affidavit of Solvency
- Acknowledged Addendum

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

**L17000063593  
FILED 8:00 AM  
March 20, 2017  
Sec. Of State  
cmwood**

**Article I**

The name of the Limited Liability Company is:

KATHRYN H PROVOW, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:

239 N WHITNEY ST  
ST AUGUSTINE, FL. 32084

The mailing address of the Limited Liability Company is:

239 N WHITNEY ST  
ST AUGUSTINE, FL. 32084

**Article III**

The name and Florida street address of the registered agent is:

KATHRYN H PROVOW  
239 N WHITNEY ST  
ST. AUGUSTINE, FL. 32084

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KATHRYN H PROVOW

**Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
KATHRYN H PROVOW  
239 N WHITNEY ST  
ST AUGUSTINE, FL. 32084

L17000063593  
FILED 8:00 AM  
March 20, 2017  
Sec. Of State  
cmwood

**Article V**

The effective date for this Limited Liability Company shall be:

03/20/2017

Signature of member or an authorized representative

Electronic Signature: KATHRYN H PROVOW

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Customer name: KATHRYN H PROVOW  
Address: 239 N WHITNEY ST  
ST AUGUSTINE, FL 32084-0444  
Policy: D72 4746-D14-59B  
Status: PAID ON SFPP  
Company: SF Mutual  
Servicing Agent: JANET TILLMAN  
Eff date: 04-14-2017 to 10-14-2017  
Description: 1997 CHEVY G31 BOX TRK  
VIN: 1GBHG31F1V1086265  
SFPP #: 1122469719

### **Coverage Details**

The premium amounts shown reflect a six-month policy term.

#### **Code Description Amount**

A Liability Coverage 212.33  
Bodily Injury Limits  
Each Person, Each Accident  
\$100,000 \$300,000  
Property Damage Limit  
Each Accident  
\$100,000  
P10 No-Fault Coverage 15.90  
Total: 228.23

### **Vehicle Details**

Year: 1997  
Make: CHEVY  
Model: G31  
Body Style: BOX TRK  
Body type: Box/Straight Truck  
Gross vehicle weight: 8,600  
VIN: 1GBHG31F1V1086265  
Total MSRP: 24,462.00  
MSRP base: 20,632.00  
MSRP additional equip: 3,830.00

### **Additional Interests**

#### **Lienholders**

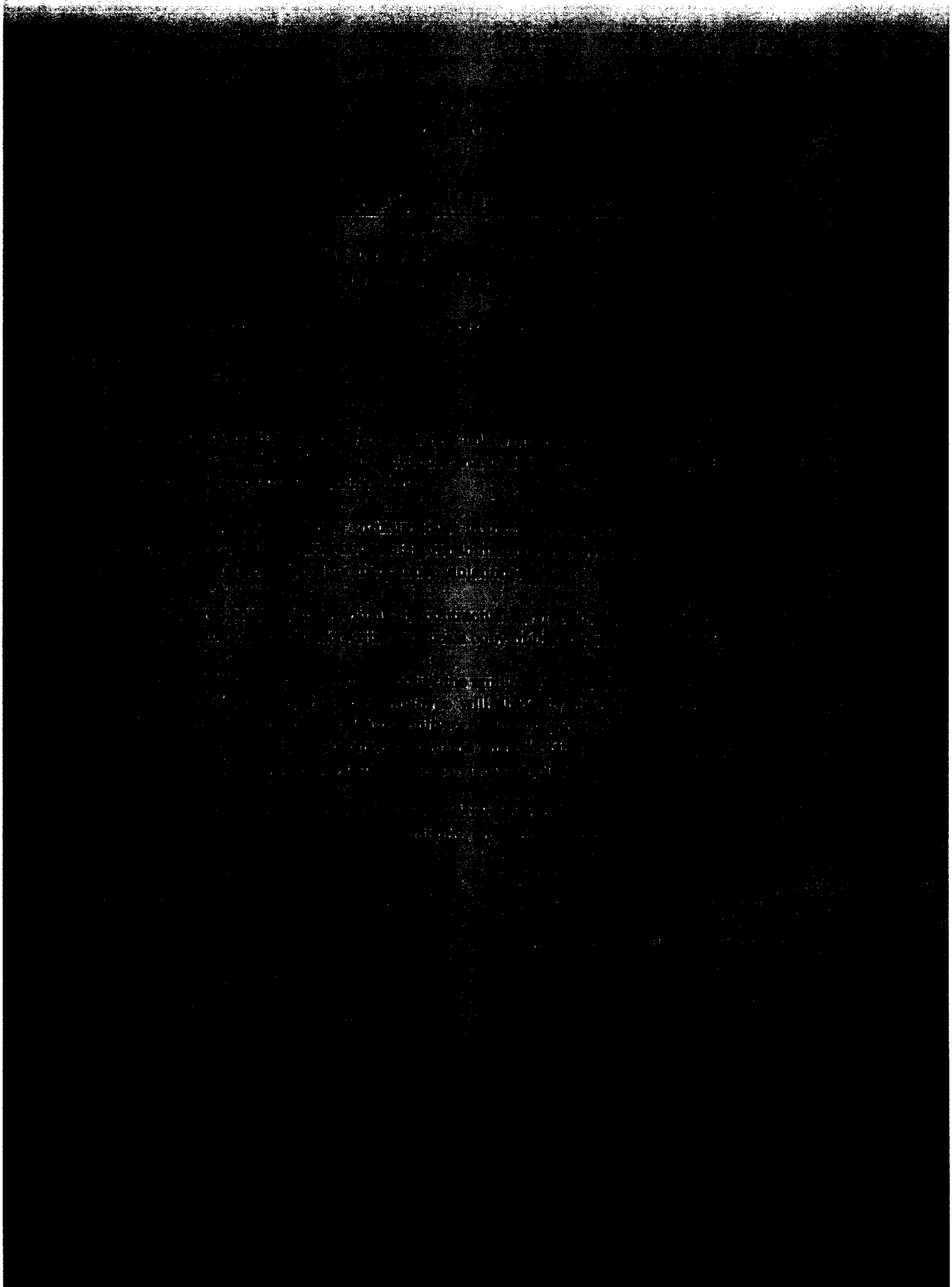
NONE

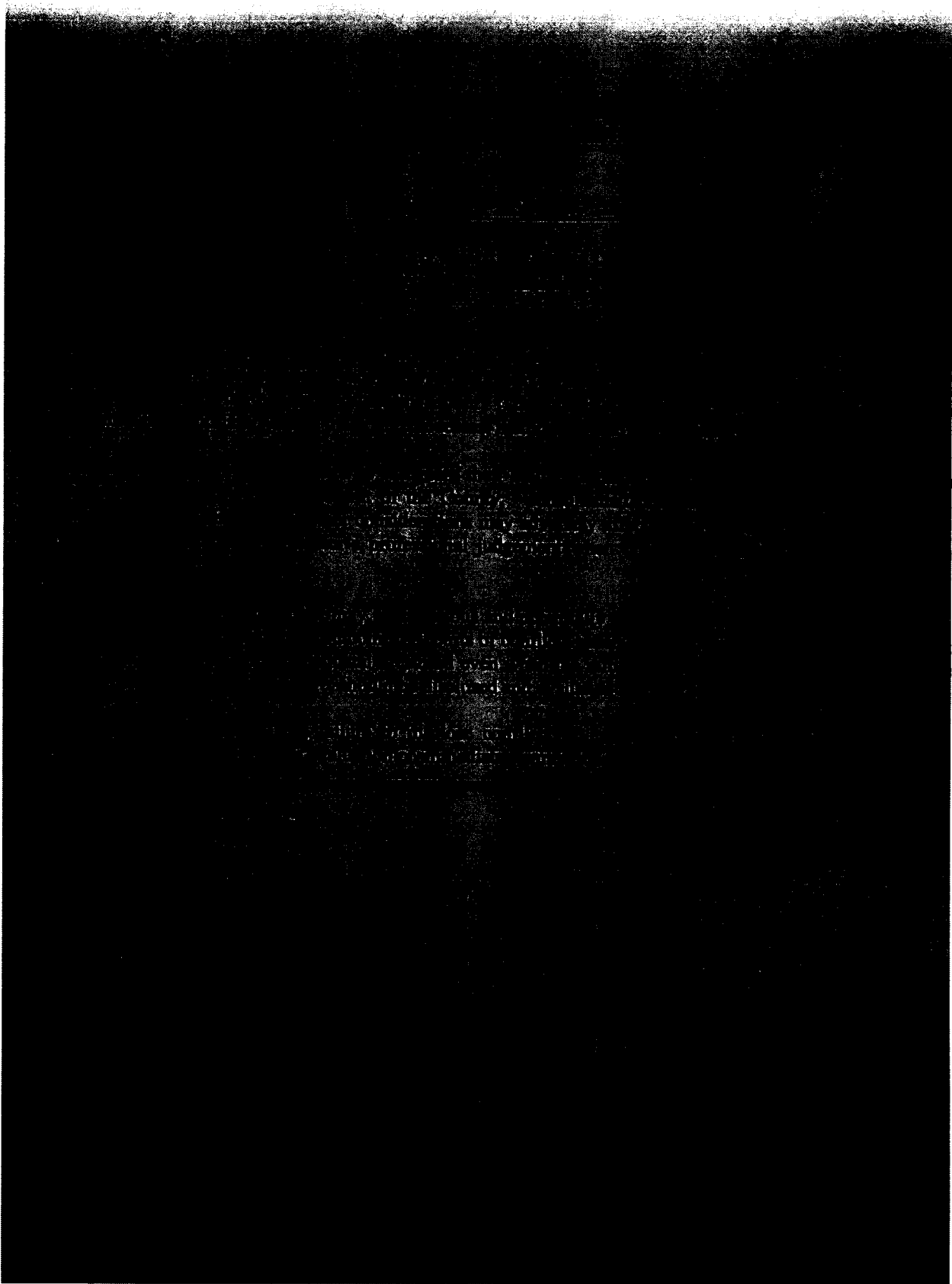
#### **Additional Insured/Lessors**

NONE

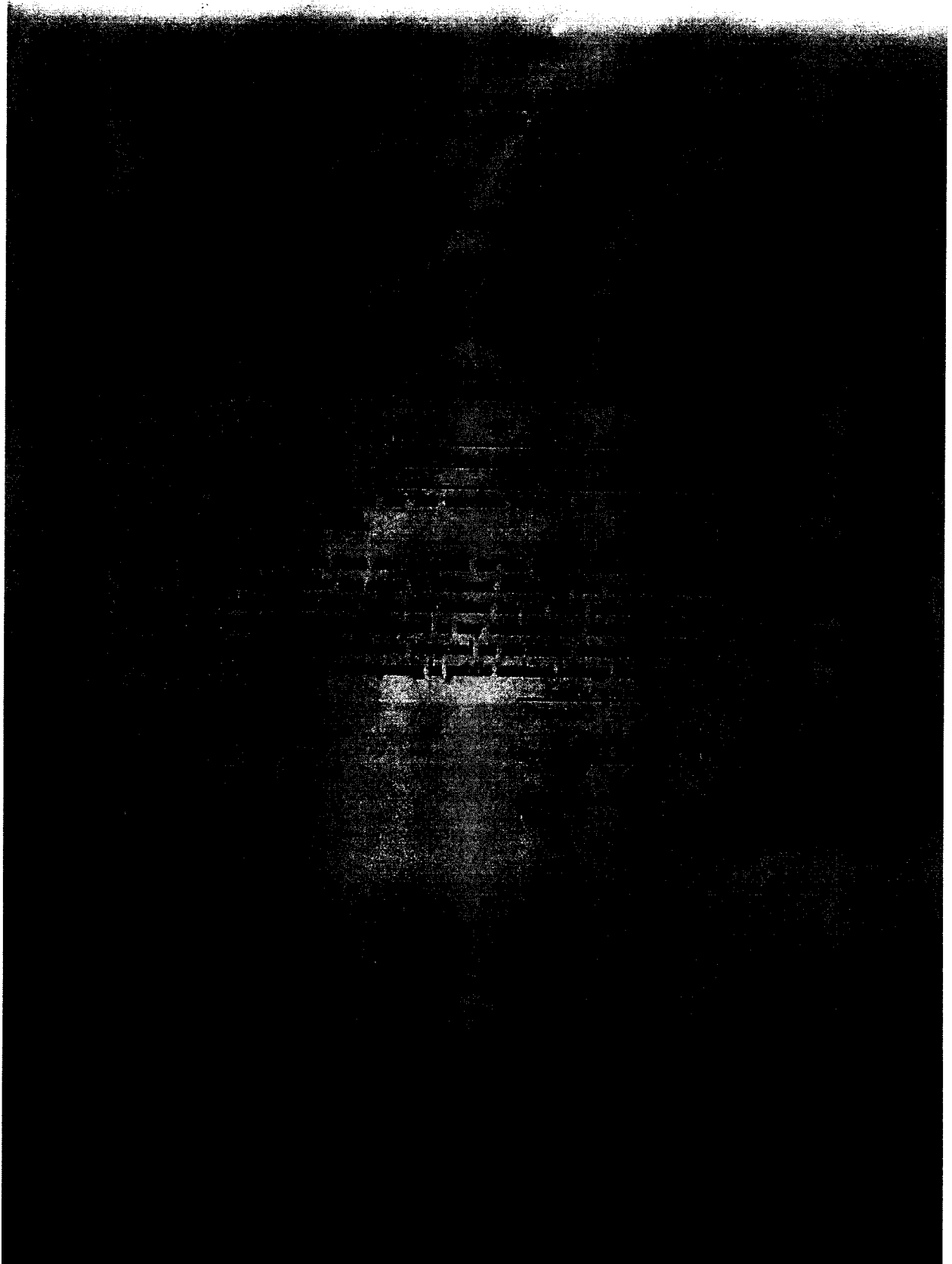
#### **Insurance Certificates**

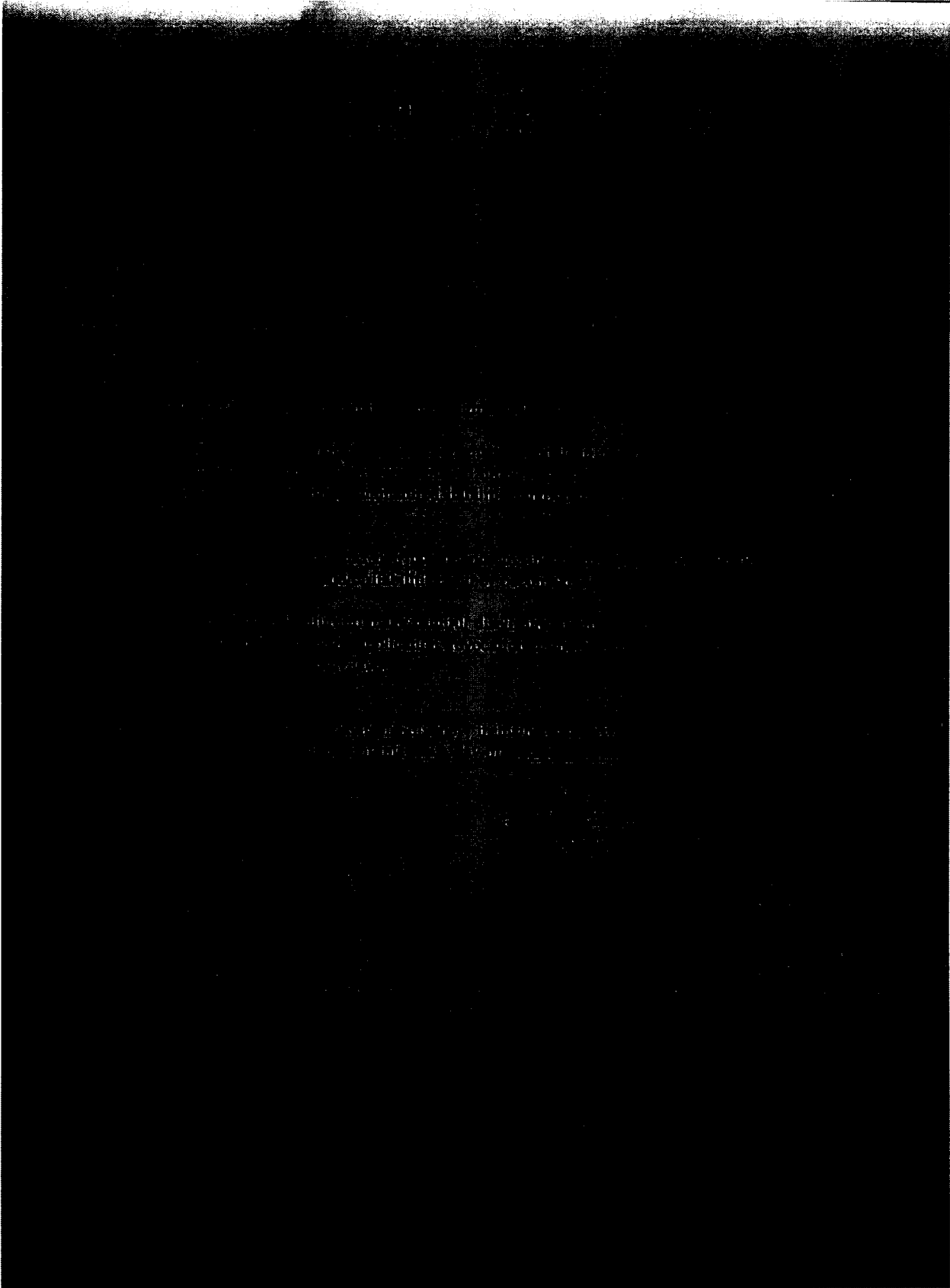
NONE











April 27, 2017

**ADDENDUM #1**

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: RFP No: 17-33, SJC Amphitheatre Farmer's Market Management**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **An original signed copy of this Addendum must be included with the submitted RFP Package to the St. Johns County Purchasing Department, 500 San Sebastian View; St. Augustine, FL 32084.**

**QUESTIONS & ANSWERS:**

1. RFP states Contractor shall be responsible for securing additional parking locations for farmers market attendees as necessary. Is it possible for Contractor to work with the Amphitheatre management to secure existing offsite parking that is currently in use?

Answer: Yes, but the Contractor must be the main point of contact with existing offsite parking entities for Farmer's Market days/hours and must pay entities directly for services provided (i.e. Amphitheatre Staff can help facilitate but not maintain)

2. Is Contractor allowed to produce periodic micro-events within the farmer's market to encourage increased visitation and enhance revenues/sponsorships; i.e. Green Initiative, Healthy Living?

Answer: Yes, this would fall in line with pg. 7 Farmer's Market Composition, #4, where Contractor may have one, but no more than three (3) entertainment or educational vendors such as chef demonstrations, market music, food education, etc...

3. In maintaining and restoring restrooms to pre-market conditions, does Contractor have access to County supplies of toilet tissue and cleaning supplies/mop sink or does Contractor provide these each market day?

Answer: The Contractor will not have access to the County's maintenance area but does have the ability to use the outside water faucet. The Contractor will be required to provide any supplies needed to restore the restrooms.

4. Are Contractor and/or vendors allowed to use generators for additional power needs, and if so, are there restrictions?

Answer: Generators are not recommended, but are possible if placed in a location that will not disturb patrons, and complies with any and all regulatory codes, rules, laws, and parameters applicable to health and safety. The County strongly encourages the use of propane when possible, in the event that generators are used.

5. Is the security officer and traffic control officer one in the same?

Answer: No. A minimum of one (1) Security Officer must be hired for general security throughout the farmer's market venue. PSAs must be hired, additionally, for traffic control.

6. Who owns and operates the existing farmer's market website and social media accounts?

Answer: The Old City's Farmer's Market currently maintains a lease with St. Johns County and is owned and operated by Cary and Brian Del Ray.

7. Is Contractor allowed to take over the existing website and social media accounts for purposes of advertising and promoting the market?

Answer: No. The current website is owned by the current Leasee, and the name of the Farmer's Market will change if new management is selected by the County. Contractor may make proposals to the County within the required Marketing/Advertisement Plan as to ways to incorporate a new Farmer's Market into preexisting venue social media outlets and websites (as specified on pg. 9 in Signage & Advertisement).

8. Can Contractor work with Amphitheatre Management to use their traffic signs and safety cones?

Answer: Yes, but on a case by case basis. Contractor must be able to provide these items as required.

**THE RFP DUE DATE REMAINS: May 4, 2017 AT 4:00 P.M.**

#### **Acknowledgment**

Original signed, 4/28/2017

Signature and Date

Kathryn H Provow, Manager/Owner

Printed Name/Title

Kathryn H Provow, LLC

Company Name (Print)

**END OF ADDENDUM NO: 1**



**BASS**  
**UNDERWRITERS**  
www.bassuw.com

3227 Bennett Street  
St Petersburg FL, 33713  
Ph#: 727-369-2113  
Fax#:(727) 528-8703

---

Date: Friday, April 28, 2017

To: Chelsea Gleiter - Thompson Baker Agency Inc.

Fax: (904) 824-1675

From: Hunter Hedblom  
Phone:727-369-2113  
Email:hhedblom@bassuw.com  
Fax:(727) 528-8703

Re: Insured: Katherine H. Provow LLC

\*\*\*\*\*  
This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary or privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by e-mail and by telephone #954-473-4488 and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

Reference #: Q-371196

Bass Underwriters, Inc  
INSURANCE QUOTE

Reference #: Q-371196

THE TERMS AND CONDITIONS OF THIS QUOTATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE BELOW-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING QUOTATION.

**DATE ISSUED** 4/28/2017

**PRODUCER** Thompson Baker Agency Inc.  
61 Cordova Street  
St. Augustine, Florida 32085-3807

**INSURED** Katherine H. Provow LLC  
239 N. Whitney St Saint Augustine  
St. Augustine, Florida 32084, United States

**INSURER** Covington Specialty Insurance Company A+ (Superior) AM Best Rating  
Non-Admitted

**COVERAGE** General Liability

**POLICY PERIOD** 4/28/2017 TO 4/28/2018

**LIMITS**

\$1,000,000	Per Occurrence
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Damage to Others Limit
\$5,000	Medical Expense Limit

Rating Basis Based on \$120,000 Sales (15123), \$1,000 Sales (49111)  
See last page of quote for appropriate class descriptions

1-1 1340 A1A S. Saint Augustine ; St. Augustine, FL 32080  
Liability Only

**DEDUCTIBLE** \$500 BI/PD Per Claim

		<u>Without TRIA</u>	<u>With TRIA</u>
<b>PREMIUM</b>		\$1,914.00	\$1,914.00
<b>TRIA</b>			\$77.00
<b>FEES</b>	Inspection Fee	\$75.00	\$75.00
	Policy Fee	\$35.00	\$35.00
<b>TAXES</b>	Service Office Fee	\$2.02	\$2.10
	Surplus Lines Tax	\$101.20	\$105.05
<b>TOTAL</b>		\$2,127.22	\$2,208.15

**TERMS / CONDITIONS:**

(a) 25% MINIMUM EARNED PREMIUM AT INCEPTION. ALL FEES ARE FULLY EARNED AND NON-REFUNDABLE.

**(b) ENDORSEMENTS:**

CG 0001	General Liability Coverage Form
CG 0300	Deductible Liability Insurance
CG 2011	Additional Insured – Managers or Lessors of Premises
CG 2144	Limitation of Coverage to Designated Premises or Project
GBA 100001	Commercial General Liability Coverage Part Declarations
GBA 104014	Basis of Premium
GBA 106010	Exclusion - Assault and Battery
GBA 106032	Exclusion - Liquor - Absolute Liability
GBA 106059	Exclusions and Limitations Amendatory
GBA 106090	Exclusion-Injury to Volunteer Worker
GBA 106092	Products-Completed Operations Included in General Aggregate
GBA 106109	Exclusion - Access or Disclosure of Confidential or Personal Information and Data - Related Liability
GBA 900002	Schedule of Forms
GBA 900016	Florida Common Policy Declarations
GBA 901001	Policy Jacket
GBA 903001	Florida Changes - Cancellation and Nonrenewal
GBA 904010	Minimum Earned Premium Endorsement
GBA 906011	Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
GBA 909001	Service of Suit Endorsement
GBA 909008	Florida Important Notice to Policyholders
GBA 909022	State Fraud Statement
IL 0003	Calculation of Premium
IL 0017	Common Policy Conditions
IL 0021	Nuclear Energy Liability Exclusion Endorsement

**GBA 106124- Exclusion to contracted persons**

**(c) ATTACHMENTS / SUBJECT TO:**

Signed Completed Acord application  
TRIA election form completed and signed  
Due diligence  
Supplemental (if required)

(d) All other terms and conditions apply per form.

(e) Quote is valid through 5/28/2017

**(f) COVERAGE CAN NOT BE BACKDATED OR ASSUMED TO BE BOUND WITHOUT WRITTEN CONFIRMATION FROM AN AUTHORIZED REPRESENTATIVE OF BASS UNDERWRITERS**

**COMMISSION: 10%**

**THIS QUOTE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO QUOTE AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER. THIS QUOTE MAY BE WITHDRAWN BY THE INSURER AT ANY TIME PRIOR TO BINDING.**

INSURED: Katherine H. Provow LLC  
DATE ISSUED: 4/28/2017  
Account Executive: Hunter Hedblom  
Team: St. Petersburg  
Reference #: Q-371196



**Class Code Descriptions**

15123 - Markets - open air (lessor's risk only) Other than Not-For-Profit

49111 - Tents or Canopies - loaned or rented to others

**Additional Insureds:**

**CG 2011**

Name: St. Johns County, a political subdivision State of Florida 500 San Sebastian ViewSt Augustine, FL 32084

Address: loc 1.1

**Binder Request**

**Account Executive :** Hunter Hedblom  
**Fax :** (727) 528-8703  
**Email :** hhedblom@bassuw.com  
**Agency:** Thompson Baker Agency Inc.  
**INSURED:** Katherine H. Provow LLC  
**Quote # :** Q-371196  
**Submission :** 1923465  
**Insurer:**  
**Coverage:** General Liability

**PLEASE BIND EFFECTIVE:** \_\_\_\_\_

**TOTAL PREMIUM, FEES & TAXES:** \_\_\_\_\_

**TRIA: ( ) Accepted ( ) Declined**

**Agent Contact:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Inspection Contact:** \_\_\_\_\_

**Inspection Phone:** \_\_\_\_\_

**Producer License:**

**Name** \_\_\_\_\_ **License #** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Coverage cannot be backdated or assumed to be bound without written confirmation from an authorized representative of Bass Underwriters.**

**ATTACHMENTS:**

- Signed Completed Acord application
- TRIA election form completed and signed
- Due diligence
- Supplemental (if required)



**RSUI Group, Inc.**  
 945 East Paces Ferry Road  
 Suite 1800  
 Atlanta, GA 30326-1125

Phone (404) 231-2366  
 Fax (404) 231-3755

Policy Number: Q-371196  
 Insurer: COVINGTON SPECIALTY INSURANCE COMPANY  
 Named Insured: Katherine H. Provow LLC

**OFFER OF TERRORISM COVERAGE**

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy, and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under **DISCLOSURE OF PREMIUM** for coverage for acts of terrorism that are **certified by the Secretary of the Treasury** as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

If the premium shown in the **DISCLOSURE OF PREMIUM** is not collected and the insured does not reject coverage for terrorism this policy will be issued excluding acts of terrorism.

**DISCLOSURE OF PREMIUM**

If you accept this offer, the portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorism acts certified under the Act is \$77.00

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

I reject coverage for terrorism:

\_\_\_\_\_

Insured's Signature

\_\_\_\_\_

Date

**If you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.**

RSUI Indemnity Company  
 Landmark American Insurance Company  
 Covington Specialty Insurance Company

*A member of Alleghany Insurance Holdings LLC*

## SURPLUS LINES DISCLOSURE

At my direction, Thompson Baker Agency Inc. has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used by authorized insurers. I have been advised to carefully read the entire policy. There is no liability on the part of, and I have no cause of action against, my agent for placing coverage in the surplus lines market.

Katherine H. Provow LLC  
Named Insured

---

Signature of Insured's Authorized Representative Date

Covington Specialty Insurance Company  
Name of Excess and Surplus Lines Carrier

General Liability  
Type of Insurance

4/28/2017  
Effective Date of Coverage

# Statement of Diligent Effort Affidavit State of Florida

Pursuant to Section 626.915(4), Florida Statutes, requires producing agents to document that a diligent Effort has been made to place a risk with at least three (3) Authorized Insurers prior to contracting a Surplus Lines Agent to export the risk in the Surplus Lines market. The following form, prescribed by the Department, must be completed IN FULL for each risk, Name of Person Contracted and telephone number are MANDATORY.

COUNTY OF RISK: \_\_\_\_\_

NAME OF INSURED: Katherine H. Provow LLC

TYPE OF COVERAGE: General Liability

	#1	#2	#3
Name of Authorized Insurer			
Telephone Number			
Person Contacted			
Date of Contact			
Reason for Declination			

Signature of Producing Agent:

Printed/Typed Name of Producing Agent: \_\_\_\_\_ Agent License Number

Name of Agency: Thompson Baker Agency Inc.

Physical Address of Producing Agency:

Thompson Baker Agency Inc.  
61 Cordova Street  
St. Augustine, FL 32085-3807



Quote No: 1923465.1

Insured: Katherine H. Provow LLC

**INSTRUCTIONS Checklist:**

1. **COMPLETE AND/OR CORRECT INSURED'S PHONE NUMBER, FAX NUMBER AND EMAIL**
2. **Call Customer Service at 877-537-8454 if you would like to:**
  - a. Combine multiple policies
  - b. Modify your compensation
  - c. Modify specific rate on contract
3. **To make changes to a quote you may also login at [www.financebulldog.com](http://www.financebulldog.com)**

**THREE WAYS TO ACTIVATE YOUR BULLDOG PREMIUM FINANCE AGREEMENT:**

1. **E-Signature for immediate activation at [www.financebulldog.com](http://www.financebulldog.com)**
  - a. **Agent must also submit a signed copy of the of the original signed agreement**
2. **Fax signed agreement to: Bulldog Premium Finance at 877-537-8455**
  - a. Sign and date as Producer
  - b. Have Insured sign and date (or you may do so on behalf of the insured if authorized in your state)
3. **Email signed agreement to: [contracts@financebulldog.com](mailto:contracts@financebulldog.com)**
  - a. Sign and date as Producer
  - b. Have Insured sign and date (or you may do so on behalf of the insured if authorized in your state)

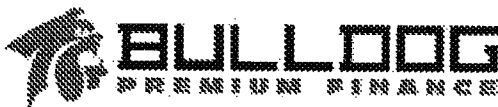
**DOWN PAYMENTS & INSTALLMENTS:**

1. **Agents: please send the down payment (less your commission) to the MGA/Broker for each policy(ies)**
  - a. **For Bass StarrBOP policies only, the down payment must be paid IN FULL to Bulldog within 5 days.**
2. **Insureds: please send all installments to Bulldog Premium Finance (see page 5 for details)**

**Contact Customer Service at 877-537-8454 or  
[customerservice@financebulldog.com](mailto:customerservice@financebulldog.com)**

Note1: The Attached quotation is subject to verification and approval. Quote is valid for 30 days.

Note2: If the agent receives the original signature from the insured, for compliance with UCC regulations regarding electronic signature and chattel paper, please send the original documents to Bulldog Premium Finance via mail, email or fax. After receiving confirmation of activation, kindly destroy all originals.



6971 W. Sunrise Blvd. Ste 206 Plantation, FL 33313  
 PHONE: 877-537-8454 FAX: 877-537-8455

**PREMIUM FINANCE AGREEMENT  
 SECURITY AGREEMENT, DISCLOSURE STATEMENT AND LIMITED POWER OF ATTORNEY**

SEND PAYMENTS TO:  
 BULLDOG PREMIUM FINANCE  
 P.O. BOX 628339  
 Orlando, FL 32862-8339

Loan #: 1923465.1  
 Loan Type: Commercial

**Producer (Insurance Agent / Broker)**  
 Thompson Baker Agency Inc.  
 61 Cordova Street  
 St. Augustine, FL 32085-3807  
 Phone: (904) 824-1631 Fax: (904) 824-1675

**CERTAIN FINANCIAL TERMS**

TOTAL PREMIUM AND RELATED FEES	\$2,127.22
DOWN PAYMENT REQUIRED FROM BORROWER	\$614.31
DOCUMENTARY STAMP TAX (FL ONLY)	\$5.60
AMOUNT FINANCED (amount of credit provided)	\$1,518.51
TOTAL FINANCE CHARGES (dollar amount credit will cost)	\$80.70
TOTAL OF PAYMENTS (amount paid after making all payments)	\$1,599.21
ANNUAL PERCENTAGE RATE (cost of credit as a yearly rate)	12.58%
INSTALLMENT AMOUNT	\$177.69
NUMBER OF INSTALLMENTS	9
FIRST INSTALLMENT DUE	5/28/2017

**Borrower (Insured)**  
 Katherine H. Provow LLC  
 239 N. Whitney St Saint Augustine  
 St. Augustine, FL 32084  
 SSN/FEIN:  
 Phone: Fax:

**SCHEDULE OF POLICIES**

POLICY NUMBER	EFFECTIVE DATE	NAME OF INSURANCE COMPANY AND GENERAL AGENT	TYPE OF POLICY	SUBJECT TO AUDIT?	POLICY TERM (months)	PREMIUM FIN TAXES/FEES NON-FIN TAXES/FEES
	4/28/2017	Covington Specialty Insurance Company Bass Underwriters	CGL General Liability - Commercial		12	\$1,914.00 Fin Fees \$103.22 Earned Fees \$110.00  Fin Fees Earned Fees

**REQUIRED DISCLOSURES**

**SECURITY INTEREST:** Borrower hereby grants Lender a security interest in all insurance policies listed above and all unearned premium, return premium, dividend payments and loss payments thereof.  
**LATE CHARGE:** If a payment is not made by the 5<sup>th</sup> day past due (or such later date as required by law), then Borrower will be charged a late charge (See Section "LATE CHARGE" on the Additional Provisions page of this agreement for state specific information).  
**PREPAYMENT:** If Borrower pays off early, Borrower will not have to pay a penalty and may be entitled to a refund of part of the finance charge.  
**CONTRACT REFERENCE:** See the rest of this Agreement below, and ADDITIONAL PROVISIONS page, for additional information about nonpayment, default, required prepayment in full before the scheduled date, prepayment refunds and penalties.

**PAYMENT PROVISIONS:** Borrower promises to pay to Lender at Lender's address above, or such other place as Lender may designate, the Total of Payments shown above in consecutive periodic payments in the number, amounts, and at the dates disclosed in the above "Payment Schedule" until loan is fully paid. Any payments made by Borrower after default shall be credited to the then outstanding balance due under this Agreement. Borrower agrees that all installment payments due under this Agreement must be made directly to Lender and payment made by Borrower to any other person, firm, agency or corporation does not constitute payment unless and until received by Lender.

**PREMIUM FINANCE NOTICE TO BORROWER/INSURED:** (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) KEEP YOUR COPY OF THIS AGREEMENT TO PROTECT OUR LEGAL RIGHTS. (4) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGES. THIS AGREEMENT IS CHATTEL PAPER THAT HAS BEEN COLLATERALLY ASSIGNED TO BRANCH BANKING AND TRUST COMPANY AND, SHOULD THIS AGREEMENT BE ELECTRONIC CHATTEL PAPER, IT CONSTITUTES THE SINGLE AUTHORITY COPY.

**PRODUCER REPRESENTATION**

The undersigned, by signing or submitting this Premium Finance agreement, makes the Producer's Representations and Warranties printed on the ADDITIONAL PROVISIONS page of this agreement and agrees to be bound to the terms of this Agreement. Producer also agrees that there has been no assignment of any interest in the insurance policy(ies) except for the assignment to Lender and Lender may assign this Agreement, including Producer's Representations and Warranties under its normal course of business.

Date \_\_\_\_\_ Signature of Producer (Agent/Broker) \_\_\_\_\_

Print name and title \_\_\_\_\_

**INSURED'S AGREEMENT**

When signed by you, or on your behalf, Borrower acknowledges receipt of a copy of this Agreement and agrees to the provisions printed above and on the ADDITIONAL PROVISIONS page of this Agreement and that both the front and any subsequent pages constitute the Agreement between Borrower and Lender. Borrower hereby requests lender to pay the financed portion of its insurance policy premiums listed above, on its behalf.

Date \_\_\_\_\_ Signature of Borrower/Insured or authorized agent of Borrower \_\_\_\_\_

Print name and title \_\_\_\_\_

#### ADDITIONAL PROVISIONS OF PREMIUM FINANCE AGREEMENT

**FINANCE CHARGE:** The finance charge is calculated based on the Rule of 78 (except in AZ, CA, IA, ME, MA, MO, MT, NJ, OR, PA, UT, VT, AND VA where the finance charge will be computed by the actuarial method, computed daily as 1/365th).

**RIGHT TO PREPAY:** Borrower shall have the right to prepay, in whole or in part, the amounts due hereunder at any time without penalty. Upon prepayment in full the Borrower shall receive a refund of the unearned finance charge computed in accordance with the Rule of 78's (except in AZ, CA, IA, ME, MA, MO, MT, NJ, OR, PA, UT, VT, AND VA where the refund if any finance charge will be computed by the actuarial method, computed daily as 1/365th). If such prepayment in full occurs before the 1<sup>st</sup> installment due date, Lender shall retain the finance charge which could be retained if the 1<sup>st</sup> installment period were 1 month and the loan were prepaid in full on the 1<sup>st</sup> installment due date (except in AZ, CA, CO, IA, ME, NJ, OR, PA, SD, UT, TX, VT, and VA, where the finance charge retained will be computed based on the number of days from the Inception Date to the date the loan is paid in full). Any finance charge in excess of such amounts shall be refunded to Borrower. If a refund is less than \$1.00, no refund shall be made. There is a minimum finance charge as follows: \$15 in HI; \$25 in CA, CO, ME; \$36 in IN.

**NON-REFUNDABLE FEES:** Part of the finance charge includes a \$20 nonrefundable fee except as follows: \$10 in AK, AZ, CT, DC, DE, KS, LA, MO, NY, PA, WA; \$12 in MT and NJ; \$15 in AL, KY, MA, NC, RI, TN, VA; \$18 in MI; \$25 in NV. The lesser of 10% or \$50 in OR. In TX, \$25 on policies greater than \$1000.

**BAD CHECK CHARGE:** Borrower shall be charged a fee of \$20 (\$25 in AL, AR, LA, OR, SC, TX, \$15 in CA, FL, MS, NV, SD; \$10 in AZ, MA, OH; \$0 in KY) if payment of Borrower is not honored when presented to the bank on which drawn. If payment is not honored, certified funds may be required for subsequent payments.

**ATTORNEYS FEES:** In the event Lender has to engage an attorney (not an employee of Lender) to collect any unpaid balance, Borrower agrees to pay any and all reasonable and necessary collection costs as allowed by state law (15% in ME and TN; 20% in AZ, FL, MS, MO, NV, NH, NY; 25% in LA and VT; only if principal balance was \$1,000 or greater in ID; commercial only in IA and WV; none in KY and SD).

**LATE CHARGE:** Borrower financing a commercial policy shall pay a late charge equal to 5% of the payment amount due on each payment not received by lender within 5 days following the due date except as follows: in VA the late charge will occur on the 7<sup>th</sup> day past due; in AK, CA, CO, DE, ID, IN, IA, LA, MA, MI, MN, NJ, NM, ND, OK, OR, SD, TN, TX, UT, WV and WY, the late charge will occur on the 10<sup>th</sup> day past due; in place of 5% of the payment amount, the late charge shall be 1.5% in NJ, 2% in AK, KS; in OR the lesser of 5% or \$5 on \$250 or less and 2% on \$250 or greater; in SD the greater of 5% or \$5; in FL and WY the greater of 5% or \$10; in ID the greater of 5% or 12.50; in UT the greater of 5% or \$20; in LA \$15. The late charge shall be subject to a maximum of the following amounts in the states specified: \$5 in DE, MT, MN, and ND; \$100 in MD. The minimum late charge is \$1. If Borrower is financing a personal policy the late charge shall be \$10 in FL, SC; \$15 in MS.

**CANCELLATION CHARGE:** If a default by the Borrower results in cancellation of any insurance policy listed in the "Schedule of Finance Policies", the Borrower will pay Lender an amount equal to the maximum cancellation charge permitted by law.

**EVENT OF DEFAULT:** Lender upon Borrower's default in any payment, or upon any other act of default under this Agreement, is authorized to accelerate and declare due and payable the entire unpaid balance of this note, less unearned finance charges. Other acts of default for which the unpaid balance may be accelerated include any check given by borrower for the down payment or any future payment due under this Agreement which is not honored when presented to the bank on which drawn; misrepresentation by the Borrower as to the policies being financed; or, if any insurance company issuing an insurance policy referred to herein becomes insolvent, suspends business, or ceases to be qualified to do business. Provided in VA and LA, Lender may not cancel or request cancellation of the policy(ies) or insurance for any default other than a default of payment of money due Lender or a default consisting of the transfer of policy(ies) to a third party. Interest will accrue on the unpaid balance until Lender has received payment in full. Borrower hereby waives presentment, protest and notice of dishonor. No delay or omission on Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver for any such right or power, nor will Lender's

action or inaction impair any such right or power. Borrower agrees unpaid balances may be added to any new premium finance agreement. All terms of this Agreement will apply.

**PAYMENTS AFTER DEFAULT/REINSTATEMENT:** Any payments made to Lender after confirmation of cancellation of the insurance policy(ies) has been mailed may be credited to Borrower's accounts without affecting the acceleration of the Agreement and without any liability or obligation on Lender's part to request reinstatement of the cancelled policy(ies). If Lender requests reinstatement, Borrower agrees that Lender has no liability to Borrower if the policy is not reinstated. Only the insurance company has the authority to reinstate a policy financed pursuant to this Agreement.

**IRREVOCABLE LIMITED POWER OF ATTORNEY:** Borrower irrevocably appoints Lender as attorney-in-fact of Borrower, with full power of substitution and authority upon default to cancel the policy(ies) listed on this agreement with full power to sign or otherwise execute the policy(ies) and to collect or receive unearned premiums, dividend payments, and loss payments which may become payable under said policy(ies). **AGENT OR BROKER:** Borrower understands and agrees that Lender is not acting as an insurance carrier, agent or broker and shall have no liability as such. Borrower understands and agrees that the Producer is the Borrower's insurance agent or broker and not the agent of the Lender (except in Virginia if 14 VAC 5-390-70 provides otherwise) and that the Producer as such insurance agent or broker has no power or authority to make agreements or enter into contracts for Lender.

**EFFECTIVE DATE OF AGREEMENT:** This Agreement has no force until Lender's written acceptance is mailed to Borrower.

**NOTIFYING INSURANCE COMPANY:** Borrower authorizes Lender, at Lender's option, to notify any and all insurance companies issuing insurance policies covered by this Agreement of the terms of this Agreement, and Borrower directs that such insurance companies honor all provisions of this Agreement.

**BORROWER ASSIGNMENT:** Borrower represents and warrants to Lender that the insurance policy(ies) set forth herein, or a binder for such policy(ies), has been issued to borrower and is (are) in full force and effect, and that there has been no assignment of any interest in the insurance policy(ies) except for the assignment to Lender provided herein. Borrower agrees that Lender may assign this Agreement without notice to Borrower and in such event this Agreement shall inure to the benefit of and be binding to such assignee.

**AUDITABLE POLICIES:** With regard to any policy set forth in the "Schedule of Financed Policies", which is an auditable or reporting form type, Borrower agrees to promptly pay to the insurance company, the managing general agent, or the agent, as applicable, the difference between the actual earned premium generated for the policy and the premiums financed under this Agreement.

**INSOLVENCY:** The Borrower represents they are not insolvent or presently the subject of any insolvency proceeding, nor are any such proceeding contemplated. Or if the named Borrower is the subject of such proceeding, it is noted on the premium finance agreement in the space on the 1<sup>st</sup> page of the Agreement.

**ADDITIONAL PREMIUMS:** Only those premiums shown will be advanced on behalf of the Borrower. Payment of any additional premiums is the responsibility of the Borrower. Should the Borrower desire to finance any additional premiums, written request must be provided to Lender with appropriate down payment.

**PROHIBITION AGAINST USURY:** Under no circumstances shall Borrower have to pay more interest than is allowed under applicable law for this type of loan, and if Lender inadvertently contracts for charges, or receives more interest than allowed, Lender will refund the excess to Borrower.

**ILLEGALITY:** If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

**CHANGES IN WRITING:** Lender is authorized to correct errors and omissions in the Agreement. Modifications and amendments or waivers made to this Agreement by Borrower must be in writing to Lender and approved by Lender.

**FINANCING OPTION:** Entry into this financing arrangement is not a condition of obtaining insurance. You may opt to pay the premium for such insurance without financing such premium, or to obtain financing from some other source if you choose.

#### PRODUCER'S REPRESENTATIONS AND CERTIFICATIONS

Producer hereby represents and certifies as follows: (1) This Agreement was complete as to all of its provisions and disclosures before it was signed by the Borrower or its authorized representative (if permitted by applicable law) and Borrower was delivered a completed copy at time of signature. (2) The signature of Borrower is genuine and Borrower, or Producer under written authorization of Borrower, has full power and authority to enter into this Agreement. (3) The insurance policy(ies) listed in this Agreement are in full force and effect and the policy details are correct as stated herein and Producer is authorized by the issuing insurance companies (or their designated general agents) to produce the policy(ies) listed herein. (4) The cash down payment has been paid by Borrower, in good funds, and delivered or credited to the respective issuing insurance company(ies) (or general agent(s) on their behalf). (5) Producer acknowledges it is NOT an agent, affiliate or representative of Lender. (6) Producer certifies that no premium being financed if fully earned, either at the time of inception or upon a claim or loss event and the premiums are eligible to be financed. (7) Any lien or claim on funds of Borrower, or relating to the financed policy(ies) made by Producer shall be subordinate to Lender until Lender has been paid all amounts due to it under this Agreement. (8) Producer shall hold Lender harmless from, and indemnify Lender against, any loss resulting from errors, omissions or inaccuracies of Producer in preparing this agreement. (9) Producer shall be liable for any loss (up to the Amount Financed plus interest due and collection costs) suffered by Lender, if due to Producer's Representations and Certifies being false at time of Producer's signature hereto. (10) Producer has complied with all applicable laws pertaining to the transactions contemplated by this Agreement and with respect to each financed policy. (11) All names, addresses, amounts and other statements of fact contained in this Agreement are true and correct. (12) Producer has not sold, assigned or encumbered this Agreement of the financed policies covered thereby to others nor has Producer done any act to impair the validity or enforceability of this Agreement. (13) Producer is duly licensed and authorized to act in its capacity as a broker or agent, as applicable, in connection with the transactions contemplated by this Agreement.





Dear Insured:

Welcome! It can take over a week to receive your payment coupon book. Please use this as your first payment coupon. To avoid late charges, your payment must be received by Bulldog Premium Finance on or before the due date. Payment to your agent or broker does not eliminate the late charge. PLEASE MAIL EARLY!

If you would rather not mail your payment, we have several payment options including:

- Check-by-fax to 877-537-8455
- Automatic debit - One time e-check or monthly withdrawals (see next page)
- Credit card or Electronic Check online at [www.financebulldog.com](http://www.financebulldog.com)
- Telephone payments at 877-537-8454

If you have any questions regarding this notice please contact us at 877- 537-8454, or email us at [customerservice@financebulldog.com](mailto:customerservice@financebulldog.com)

### **PREMIUM FINANCED**

<u>Policy Number</u>	<u>Insurance Co.</u>	<u>Term</u>	<u>Effective Date</u>	<u>Financed Premium</u>
	Covington Specialty Insurance C	12	4/28/2017	\$1,512.91

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### **PAYMENT INFORMATION**

<u>Insured Name &amp; Address</u>	Loan Number:	1923465.1
Katherine H. Provow LLC	Due:	5/28/2017
239 N. Whitney St Saint Augustine	Amount Due:	\$177.69
St. Augustine, FL 32084		

Make check payable to **BULLDOG PREMIUM FINANCE**  
Mail to: Bulldog Premium Finance \* P.O. Box 628339 \* Orlando, FL 32862-8339



### AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS (ACH DEBITS)

I (we) hereby authorize **Bulldog Premium Finance** herein called the CREDITOR, to initiate debit entries (withdrawals) and to initiate, if necessary, credit entries and adjustments for any debits entered in error to my (our) checking account as indicated below and depository named below, hereinafter called the DEPOSITORY, to debit and/or credit the same to such account. These funds are to be credited to my account with the debtor on the effective date of each transfer stated below.

\_\_\_\_\_ Automatic Monthly Debits                      OR                      \_\_\_\_\_ One-Time Debit Only

Bulldog Premium Finance Account Number: 1923465.1

Insured/Contract Name: Katherine H. Provow LLC

Insured Phone Number: \_\_\_\_\_

Insured Email: \_\_\_\_\_

The effective date of the first transfer will be: 5/28/2017

Bank name: \_\_\_\_\_

Transit / ABA Routing number:

Account Number: (one number per box)

This authority is to remain in full force and effect until the creditor (BPF) has received written notification from me (either of us) of its termination in such time and in such manner as to afford Creditor and Depository a reasonable opportunity to act on it. If the routing/account number provided is not correct the payment will be reversed and a processing fee will be applied to the account. My signature below accepts acknowledgement of the above requirements.

Account Holder Signature: \_\_\_\_\_

Name (please print clearly): \_\_\_\_\_

Date: \_\_\_\_\_

When completed, please email to [customerservice@financebulldog.com](mailto:customerservice@financebulldog.com) or fax to 954-316-3156



## St. Johns County Board of County Commissioners

Purchasing Division

April 27, 2017

### ADDENDUM #1

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 17-33, SJC Amphitheatre Farmer's Market Management**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **An original signed copy of this Addendum must be included with the submitted RFP Package to the St. Johns County Purchasing Department, 500 San Sebastian View; St. Augustine, FL 32084.**

### QUESTIONS & ANSWERS:

1. RFP states Contractor shall be responsible for securing additional parking locations for farmers market attendees as necessary. Is it possible for Contractor to work with the Amphitheatre management to secure existing offsite parking that is currently in use?

Answer: Yes, but the Contractor must be the main point of contact with existing offsite parking entities for Farmer's Market days/hours and must pay entities directly for services provided (i.e. Amphitheatre Staff can help facilitate but not maintain)

2. Is Contractor allowed to produce periodic micro-events within the farmer's market to encourage increased visitation and enhance revenues/sponsorships; i.e. Green Initiative, Healthy Living?

Answer: Yes, this would fall in line with pg. 7 Farmer's Market Composition, #4, where Contractor may have one, but no more than three (3) entertainment or educational vendors such as chef demonstrations, market music, food education, etc...

3. In maintaining and restoring restrooms to pre-market conditions, does Contractor have access to County supplies of toilet tissue and cleaning supplies/mop sink or does Contractor provide these each market day?

Answer: The Contractor will not have access to the County's maintenance area but does have the ability to use the outside water faucet. The Contractor will be required to provide any supplies needed to restore the restrooms.

4. Are Contractor and/or vendors allowed to use generators for additional power needs, and if so, are there restrictions?

Answer: Generators are not recommended, but are possible if placed in a location that will not disturb patrons, and complies with any and all regulatory codes, rules, laws, and parameters applicable to health and safety. The County strongly encourages the use of propane when possible, in the event that generators are used.

5. Is the security officer and traffic control officer one in the same?  
 Answer: No. A minimum of one (1) Security Officer must be hired for general security throughout the farmer's market venue. PSAs must be hired, additionally, for traffic control.
  
6. Who owns and operates the existing farmer's market website and social media accounts?  
 Answer: The Old City's Farmer's Market currently maintains a lease with St. Johns County and is owned and operated by Cary and Brian Del Ray.
  
7. Is Contractor allowed to take over the existing website and social media accounts for purposes of advertising and promoting the market?  
 Answer: No. The current website is owned by the current Leasee, and the name of the Farmer's Market will change if new management is selected by the County. Contractor may make proposals to the County within the required Marketing/Advertisement Plan as to ways to incorporate a new Farmer's Market into preexisting venue social media outlets and websites (as specified on pg. 9 in Signage & Advertisement).
  
8. Can Contractor work with Amphitheatre Management to use their traffic signs and safety cones?  
 Answer: Yes, but on a case by case basis. Contractor must be able to provide these items as required.

**THE RFP DUE DATE REMAINS: May 4, 2017 AT 4:00 P.M.**

**Acknowledgment**

**Sincerely,**

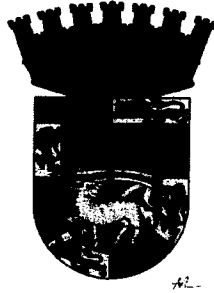
\_\_\_\_\_  
 Signature and Date

Jaime T. Locklear, CPPB, FCCM  
 Contract Administration Manager

\_\_\_\_\_  
 Printed Name/Title

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

**END OF ADDENDUM NO: 1**



**ST. JOHNS COUNTY, FL  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 17-33 – REQUEST FOR PROPOSALS**

**Amphitheatre Farmer's Market Management**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**FINAL: 04/04/17**

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**

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**ST. JOHNS COUNTY, FL – RFP NO: 17-33 - AMPHITHEATRE FARMER’S MARKET MANAGEMENT**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 17-33, Amphitheatre Farmer’s Market Management**. Interested and qualified respondents may submit RFP Packages, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, May 4, 2017**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals from interested firms to operate and manage a top quality, authentic farmer’s market at the St. Augustine Amphitheatre, located at 1340C A1A South, St. Augustine, FL 32080. The farmer’s market will be held each Saturday, from 8:00am to 12:00pm, and shall be focused on offering residents and visitors of St. Johns County, fresh and locally sourced food as well as unique, hand-crafted items.

Documents related to this Request for Proposals (RFP) may be obtained from Onvia DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County RFP Document #17-33. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County’s site for download availability and any applicable fees. RFP Documents may also be requested, *in writing*, from the St. Johns County Purchasing Department Point of Contact, Jaime Locklear, via email: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax:(904) 209-0159.

Any and all questions or requests for information relating to this RFP shall be submitted *in writing* by or before close of business (5:00PM) on Thursday, April 20, 2017 to the designated Point of Contact shown below:

**Contact Information:** Jaime Locklear, CPPB, FCCM, Contract Administration Manager  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)  
Phone: (904) 209-0158  
Fax: (904) 209-0159

**Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”.** Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 17-33 Amphitheatre Farmer’s Market Management**. Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the container. Each package shall consist of one (1) hard-copy original and one (1) USB Drive with a copy of the submitted RFP Package which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall

file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FL  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK



## RFP NO: 17-33 - AMPHITHEATRE FARMER'S MARKET MANAGEMENT

### PART II: INTRODUCTION

#### A. Purpose:

St. Johns County Purchasing Department is accepting sealed Request for Proposals (RFP) packages from interested and experienced firms to operate and manage the farmer's market at the St. Augustine Amphitheatre. The venue has space for over seventy five (75) vendors to sell foods and hand-made crafts. The market shall operate each Saturday, from 8:00am to 12:00pm.

#### B. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this RFP shall be submitted *in writing* by or before close of business (5:00PM) on **Thursday, April 20, 2017** to the designated Point of Contact shown below

**Contact Information:** Jaime Locklear, CPPB, FCCM, Contract Administration Manager  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)  
Phone: (904) 209-0158  
Fax: (904) 209-0159

**Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".** Any such communication shall result in disqualification from consideration for award of a contract for these services.

#### C. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

#### D. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, May 4, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

#### E. RFP Package Submittal Instructions:

1. Submit one (1) hard-copy original and one (1) USB Drive containing an electronic copy of the RFP proposal, which shall include all required documentation and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.
2. RFP Packages must be submitted in a **SEALED** container and clearly marked on the exterior of the package: "**RFP No: 17-33, Amphitheatre Farmer's Market Management**" with the Respondent's company name and mailing address.
3. For convenience, Respondents may affix the label provided herein to the exterior of the submitted package.

**F. Evaluation of Responses:**

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all of the responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria provided herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and to rank the responding firms based on the scores provided.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

**G. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company Background, Experience	15
B. Pricing	30
C. Business Plan / Approach to Services	30
D. Staff Qualifications & Resources	20
E. Quality of Submittal	05

**Total Points Possible for Each Evaluator: 100**

**H. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**PART III: SERVICE REQUIREMENTS**

**Scope of Services:**

The Contractor shall be responsible for providing for the operation and management of a farmer’s market at the St. Augustine Amphitheatre, offering fresh and locally sourced food and hand-crafted items, every Saturday from 8:00am until 12:00pm.

**Local Focus:**

The farmer’s market shall have a local focus, primarily offering fresh local produce, dairy and meats, as well as local/artisan prepared foods such as baked and pickled goods, fresh squeezed juices and locally sourced artisan seasonings and teas. The farmer’s market may also offer hand-made crafts, plants, and other local or artisan non-food items.

For the purposes of this Request for Proposals, and for the subsequent Contract Agreement, “local” shall be defined as grown or crafted within one hundred (100) miles of the location of the farmer’s market.

**Farmer's Market Composition:**

The Contractor shall be responsible for ensuring that the farmer's market shall be comprised of the following, unless otherwise approved by the County:

1. At least 50%, but no more than 60% of market vendors offering fresh foods such as produce, dairy, and meats.
2. At least 30%, but no more than 40% of market vendors offering artisan prepared foods such as baked goods, pickled goods, fresh squeezed juices, artisan seasonings or teas, or food truck vendors.
3. At least 10%, but no more than 20% of market vendors offering hand-made crafts, cut flowers, potted plants, or other unique non-food items.
4. One (1), but no more than three (3) entertainment or educational vendors, such as chef demonstrations, market music, food education, etc.
5. One (1), but no more than two (2) market vendor locations chosen by the County, at no cost to the County.

**Market Layout:**

The Contractor shall coordinate the layout of the farmer's market with the County. The County must approve final layout before implementation by the Contractor. No changes shall be made to the approved layout without prior written approval by the County.

The Contractor shall be responsible for securing additional parking locations for farmer's market attendees as necessary.

**Set-Up/Take-Down/Clean-Up**

The Contractor shall be responsible for maintaining the area reserved for the farmer's market prior to and following the operations of the market each Saturday. The Contractor shall have one hour prior to the scheduled opening time of the market and one hour following the scheduled closing time of the market to perform set-up, take-down and clean-up of the area(s) used for the farmer's market. It shall be the responsibility of the Contractor to ensure that the farmer's market closes promptly at 12:00PM and that all vendors have cleaned-up their respective areas and exited the premises by or before 1:00PM. The Contractor will be charged a usage fee of two hundred fifty dollars (\$250.00) per each half-hour beyond 1:00PM that the SJC Amphitheatre property is occupied by one or more farmer's market vendors.

**Activity Restrictions:**

The County strictly prohibits certain activities at the farmer's market, and it shall be the Contractor's responsibility to ensure compliance with these restrictions from any and all market vendors, as well as visitors of the farmer's market. Any exception to these restrictions must be provided, in writing, by the County Administrator, or his designee, prior to any allowance of the activity at the farmer's market.

1. Sale of consumption of alcoholic beverages; federally-controlled substances; illegal narcotic substances; federally-banned products, devices, weapons, drugs, food or liquid, juices or drinks.
2. Sale of prescription drugs, federally-recalled products, devices, foods, or liquids, juices, or drinks; any product, device, or substance classified as or regulated as a hazardous substance under local, state, or federal law, rule, or regulation; any living animal, including pets and livestock.
3. Any other activities determined by the County to be prohibited.

The Contractor shall be required to notify the County if there is any request to provide any product, substance, or items at the farmer's market, questionable in nature, to determine whether or not the activity may be allowed.

**Market Administration:**

The Contractor shall be required to perform all aspects of administration of the farmer's market, including vendor solicitation, review and approval, collection of vendor fees, day-of-market operations, and resolution of conflicts that arise from or occur during the farmer's market. The Contractor shall be required to have a representative onsite at all times during the farmer's market operating hours, which includes times for set up and breakdown for all vendor booths. The contractor shall have representative(s) onsite prior to the arrival of the first vendor and shall have representatives onsite until any and all vendors have vacated the SJC Amphitheatre property.

The Contractor shall meet with County Staff bi-annually, at a minimum, to present/workshop proposals and innovative ideas for improving the operations of the farmer's market, and to improve overall sale of vendor spots and visitation of the farmer's market. The County may require additional meetings and coordination with the Contractor to ensure compliance with the terms of the Contract, and to appropriately evaluate performance by the Contractor.

**Rent/Use Fees:**

The Contractor shall pay to the County, an amount based on the proposed pricing structure as provided herein, as payment for the County's authorization to use the designated area at the SJC Amphitheatre facility for the farmer's market. Fees shall be paid to the County by or before the fifteenth (15<sup>th</sup>) day of each month, for the prior month's collected fees. The Contractor shall submit, with each payment to the County, a copy of the sales tax report furnished, by the Contractor, to the State Department of Revenue. The Contractor shall be assessed a late fee of three hundred dollars (\$300.00) per each business day beyond the fifteenth (15<sup>th</sup>) that payment is not received.

Vendor fees, collected by the Contractor, shall be all inclusive and shall not exceed forty dollars (\$40.00) per vendor spot, which is defined as a space in the farmer's market the measures 10'x10'.

**Reporting:**

The Contractor shall submit, with each payment, a monthly report detailing the number of participating vendors and estimated visitor attendance for each farmer's market conducted during the prior month. The report shall also include a list of 'active' vendors who have participated in at least one (1) farmer's market during the previous month. The listed vendors shall be categorized as fresh food vendors, prepared food vendors, craft vendors, or 'other' vendors, which would include vendors for market music, demonstrations, etc. The Contractor shall submit any additional reports upon request from the County. The monthly report shall also include a listing of any and all waiting list vendors, as well as any vendors that were disapproved from participating in the farmer's market with an explanation for the disapproval.

**Maintenance:**

The Contractor shall inspect the area of the SJC Amphitheatre used for the farmer's market, prior to each scheduled event in order to determine the overall condition of the area being used, and shall notify the County if there are any areas that require attention, repair, or closure prior to the farmer's market use of the area.

The Contractor shall be responsible for restoring the area(s) used for the farmer's market back to the original condition, including the restrooms used by market visitors. The Contractor must remove and properly dispose of any and all debris and garbage generated by the farmer's market, as approved by the County. In the event the County is required to expend funds to clean and/or repair any area utilized for the farmer's market, due to the improper maintenance by the Contractor, the County shall bill the Contractor for all amounts paid, including costs for County Staff time. The Contractor must pay any invoice from the County by or before the fifteenth (15<sup>th</sup>) of the following month for these charges.

**Facility Damage:**

The Contractor shall be responsible for any and all damages caused to the facility resulting from the use of the facility for the farmer's market. In the event that damage occurs, the County shall notify the Contractor within seventy two (72) hours of discovery. The County shall take photos of the damage before authorizing any repairs, and shall invoice the Contractor any and all costs associated with repair of damages, incurred by the County, including, but not limited to costs for County Staff time. The Contractor shall pay the County for any damages by or before the fifteenth (15<sup>th</sup>) of the following month for these charges.

**Trash & Utilities:**

The Contractor shall empty all trash receptacles located within the area of the SJC Amphitheatre utilized for the farmer's market at the end of each market event and dispose of all trash in the designated, on-site dumpster, provided by the County. The Contractor shall ensure that all trash and debris generated by the farmer's market, vendors, and visitors of the market is removed from the area after each farmer's market event. In the event the County is required to expend funds to collect, remove, and/or dispose of market generated trash and/or debris, including trash and debris from vendors and market visitors, the County shall bill the Contractor for all amounts paid, including costs for County Staff time. The Contractor must pay any invoice from the County by or before the fifteenth (15<sup>th</sup>) of the following month for these charges.

The Contractor and farmer's market vendors shall have access to existing utilities (e.g. power and water) within the designated market area. The County will not expand existing utility service for use by the Contractor, market vendors, or visitors. The Contractor shall not access or utilize, and shall not allow market vendors and visitors to access or utilize the existing utilities in a manner that may cause damage to the Amphitheatre or hinder the operation of other County activities outside the market area, which may be occurring during the operating hours of the farmer's market.

**Storage of Materials & Equipment:**

Storage for materials and equipment is not available at the SJC Amphitheatre Facility. The Contractor shall be

required to store any and all materials, equipment, signage, and other items off-site, and will not be permitted to leave any of these materials on-site before or after the farmer's market events.

**Security:**

For each farmer's market event, the Contractor shall provide a minimum of one (1) sheriff's deputy or police officer for general security at the Contractor's expense. Security shall be present at all times that vendors are on-site, including during set-up and break-down/clean-up. The County reserves the right to require additional security personnel to be provided by the Contractor, at the Contractor's expense.

**Vendor Solicitation, Screening & Fees:**

The Contractor is responsible for soliciting and reviewing vendor applications and ensuring that all vendors of the market are properly licensed. Contractor will approve qualified vendors and schedule vendors in a manner that maintains the desired market composition as previously stated.

The Contractor shall be responsible for conducting background screenings on all vendors prior to approving them to participate in any farmer's market event. The Contractor shall be required to ensure that all vendors comply with the criteria for the background screenings, which shall be provided in the Contract Agreement. The cost of any required background checks may be assessed to the submitting vendors separate from the vendor fees as provided above.

The Contractor shall maintain a qualified vendors list, as well as a waiting list for booth space and shall manage the vendors equitably and in a manner that provides regular market patrons with a diverse/varied farmer's market experience. Preference shall consistently be given to vendors offering locally sourced items. Vendors who are not providing locally sourced items shall only be permitted to participate in the farmer's market if there are not sufficient local vendors interested and available for any given farmer's market event. Vendors shall be scheduled and managed in a manner that maintains the overall farmer's market composition as provided herein.

**Conflicts & Complaints:**

The Contractor shall address any and all conflicts or complaints from farmer's market vendors and visitors. All conflicts and complaints shall be documented and submitted to the County for review. Any action taken by the Contractor in response to these conflicts and/or complaints must be included in the documentation provided to the County.

**Signage & Advertisement:**

The Contractor shall be required to submit a Marketing/Advertisement Plan to the County for review and approval. All signage and advertisement shall be of professional quality and will be the responsibility of the Contractor to create, post, disseminate, and collect as appropriate at the end of each farmer's market. The Contractor is required to maintain a website for the farmer's market and is encouraged to use multiple methods of advertisement including, but not limited to, printed materials, local radio, billboards, social media, etc. All signage and advertisement must be previously approved by the County prior to broadcast, and prior to any changes made thereafter.

The County reserves the right to inspect and monitor the placement of all signs, directional or otherwise, to ensure the safety of patrons walking/traveling around the farmer's market, and to ensure compliance with the applicable provisions of the County Sign Ordinance (99-15), contained in the Land Development Code, and in order to ensure the safety of person walking/traveling around the farmer's market. County ordinance is subject to change.

**Additional Markets:**

The County reserves the right to expand the farmer's market at the SJC Amphitheatre to include an additional, weekday market, if there is a community demand and/or need, as determined by the County. In the event the County determines that a weekday farmer's market is in the best interest of the County, the County and the Contractor shall coordinate the addition of the weekday market.

A weekday market shall have a local focus, with primary offerings of handmade crafts and other unique/artisan items, including family entertainment, ready-to-eat food options (e.g. food trucks). The composition of a weekday market shall be comprised of the following, as a minimum requirement, unless otherwise approved by the County:

1. No more than ten percent (10%) of vendors offering fresh foods, including produce, dairy and meats. Preference shall be given to vendors with locally sourced items, as defined herein.
2. No more than thirty percent (30%) of vendors offering artisan prepared foods, such as baked goods, pickled goods, fresh squeezed juices, artisan seasonings or teas, etc. Preference shall be given to vendors with local sourced items. Food truck vendors shall be considered a "prepared-food vendor".

3. At least sixty percent (60%) of vendors offering handmade crafts, cut flowers, potted plants, or other unique and non-food items. Preference shall be given to vendors with locally sourced items.
4. At least one (1), but no more than three (3) entertainment/educational vendors, such as market music, art demonstrations, and hands-on educational crafts.
5. The County shall have at least one (1), but no more than two (2) reserved vendor locations, chosen by the County, at no cost to the County.

#### **PART IV: CONTRACT REQUIREMENTS**

##### **A. Contract Agreement & Term:**

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract to that firm, if negotiations are successful. It is anticipated the County will issue a professional services contract for the duration of the project.

If awarded, the initial contract term shall be for a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor, and the County has a continued need for the services. The contract may be renewed in one (1) year increments, for a maximum of seven (7) one-year renewal periods. These contract renewals shall be contingent upon the continued, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

##### **B. Contract Performance:**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

##### **C. Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

##### **D. Governing Laws & Regulations:**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed at the SJC Amphitheatre, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

**E. Licenses, Permits & Fees:**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

**F. Insurance Requirements:**

The Contractor shall not commence work under the awarded Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

**G. Indemnification:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

## **H. Priority of Use**

The County shall retain priority of use of the area designated for the farmer's market, in order to handle emergency situations. The County reserves the right to use the facility, at any time, during the normal, operating hours of the farmer's market, without notice. In such circumstances, the county will attempt to find an alternate site/location for the farmer's market for the affected dates.

## **I. Reserved Rights of the County:**

The County hereby reserves the rights to:

- Require County-approved security and/or medical personnel to be present at the farmer's market, at the expense of the Contractor;
- Authorize unannounced inspection of the area used for the farmer's market, during set-up, operation, and clean-up/break-down hours;
- Impose additional requirements in those instances where there are documented health, safety, or welfare concerns;
- Offer/sell alcohol before, during, or after the farmer's market operating hours, utilizing Amphitheatre facilities;
- Cancel the farmer's market without notice.

## **PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS**

### **A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

### **B. Trade Secrets:**

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

### **C. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.



**D. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**E. RFP Package Submittal Format:**

All RFP Packages shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**The Quality of Submittal scoring for proposals will be based on the format, the organization, and the attention to detail.**

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Qualification Cover Page
2	Cover Letter
3	Company Background & Experience
4	Pricing
5	Business Plan / Approach to Services
6	Staff Qualifications & Resources
7	Administrative Information

**F. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original and one (1) USB Drive with an electronic copy of the submitted RFP Package. The hard-copy original RFP Package shall be on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be in the **exact order and format as shown below**. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

**Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package, as provided in Section D above. Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

**Section 1: RFP Qualification Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package
- Highlights of the Respondent's qualifications and ability to perform the specified services

**Section 3: Company Background & Experience**

Provide the following information about your firm:

- Brief history of your firm describing experience in providing services and length of time firm has been providing these services;

- Provide a history of your firm's experience in providing comparable services in a comparable-sized facility;
- List how many facilities your firm currently provides services. Please identify the facility and define if these services are provided on an exclusive or non-exclusive basis;
- Describe your firm's experience relevant to the Scope of Services requested by this RFP. List and describe relevant contracts of similar size and scope performed over the past five years;
- Respondents may provide supplemental documentation or information regarding services provided in the past.

**Section 4: Pricing**

In this section, respondent shall provide proposed pricing for the Vendor Fees to be collected by the Contractor, and the Rental/Use Fees to be paid to the County, in accordance with the requirements previously provided herein.

This section shall be evaluated based on the formula below to determine the best pricing proposal. The respondent submitting the lowest proposed Vendor Fees with the highest proposed percentage to be paid to the County will receive the highest points in this section. The points available for this section shall be as follows: fifteen (15) points for Vendor Fees, and fifteen (15) points for Rental/Use Fees, for a total of thirty (30) points possible.

The lowest proposed Vendor Fees to be charged to farmer's market vendors shall receive the maximum score for this section. All other submitted proposals shall receive a score based on the percentage differential between the lowest proposed Vendor Fees and the highest proposed Vendor Fees. Example below:

Contractor	Vendor Fee	Percentage	By	Weight	Equals	Weighted Score
A	\$30.00	100.0%	x	15	=	15
B	\$35.00	85.7%*	x	15	=	12.9
C	\$40.00	75.0%**	x	15	=	11.3

\* Contractor B's percentage is  $\$30.00 \div \$35.00 = 85.7\%$

\*\* Contractor C's percentage is  $\$30.00 \div \$40.00 = 75.0\%$

\*\*\* Weighted Score shall be rounded to nearest tenth of a whole number

The highest proposed percentage on the revenue generated from the Contractor-collected Vendor Fees that shall be remitted to the County as Rental/Use Fees shall receive the maximum score for this section. All other submitted proposals shall receive a score based on the percentage differential between the highest proposed Rental/Use Fees and the lowest Rental/Use Fees. Example below:

Contractor	County % Revenue	Percentage	By	Weight	Equals	Weighted
A	40%	100.0%	x	15	=	15
B	35%	87.5%	x	15	=	13.1
C	30%	75.0%	x	15	=	11.3

\* Contractor B's percentage is  $35 / 40 = 87.5\%$

\*\* Contractor C's percentage is  $30 / 40 = 75.0\%$

\*\*\* Weighted Score shall be rounded to nearest tenth of a whole number

**Section 5: Business Plan / Approach to Services**

In this section, respondent shall provide a detailed business plan, outlining the overall structure of the business; the vendor review process; vendor/booth fee structure; details on vendor rotation/vendor waiting list process; advertising/marketing plan and any other information related to successful performance of the required services

**Section 6: Staff Qualifications & Resources**

In the section, respondent shall provide qualifications and experience of all personnel who will be providing services under the awarded Contract, and a description of any and all resources available to the respondent to be used in the performance of the required work. Any and all individual licenses, certifications, or awards should be included in this section.

**Section 7: Administrative Information**

In this section, respondent shall submit the following:

- Proper and valid licensing to conduct business in the State of Florida
- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda

RFP NO: 17-33 - AMPHITHEATRE FARMER'S MARKET MANAGEMENT

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS

DATE:  
PROJECT:

CRITERIA RANKING:

	A. Company Background & Experience 0-15	B. Pricing 0-30	C. Business Plan / Approach to Services 0-30	D. Staff Qualifications & Resources 0-20	E. Quality of Submitted RFP Package 0-05	TOTAL 0-100
Respondents						

SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

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**PART VII: ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT  
COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND ONE (1) USB WITH ELECTRONIC COPY TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Leigh Daniels, CPPB, Senior Buyer**

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EQUEST FOR PROPOSALS (RFP) NO: 17-33  
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**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 17-33, Amphitheatre Farmer's Market Management.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**



**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**PART VIII: OPTIONAL CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Package Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company Background & Experience		
<b>Section 4</b>	Pricing		
<b>Section 5</b>	Business Plan / Approach to Services		
<b>Section 6</b>	Staff Qualifications & Resources		
<b>Section 7</b>	Administrative Information (include the following):		
	Proper and Valid Licensing for conducting business in State of FL		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Acknowledged Addenda		

**PART IX: SEALED BID MAILING LABEL**

**REQUEST FOR PROPOSALS (RFP) NO: 17-33  
AMPHITHEATRE FARMER'S MARKET MANAGEMENT**

**Cut along the outer border and affix this label  
to your RFP Package envelope to identify it as a  
"RFP Package"**

<b>RFP Package • DO NOT OPEN</b>	
SEALED BID NO.:	RFP 17-33
BID TITLE:	Amphitheatre Farmer's Market Management
DUE DATE/TIME:	By 4:00PM – May 4, 2017
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	SJC Purchasing Department ATTN: Jaime Locklear, CPPB, FCCM Contract Administration Manager 500 San Sebastian View St. Augustine FL 32084



**END OF RFP DOCUMENT**